



# भारत का राजपत्र

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No. 20] NEW DELHI, MAY 11—MAY 17, 2008, SATURDAY/VAISAKHA 21—VAISAKHA 27, 1930

इस भाग में खिंच पृष्ठ संख्या दी जाती है जिससे कि यह प्रत्येक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों ( राज्य मंत्रालय को छोड़कर ) द्वारा जारी किए गए सार्विक आदेश और अधिसूचनाएँ

Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्यालय, लोक शिक्षायत तथा पेशन मंत्रालय  
(कार्यालय और प्रशिक्षण विभाग)

नई दिल्ली, 7 मई, 2008

का.आ. 1068.—केंद्रीय सरकार एवं द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 ( 1946 का अधिनियम सं. 25 ) की धारा 6 के साथ परिंतर धारा 5 की उपराया ( 1 ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए त्रिपुरा राज्य सरकार के गृह विभाग, सिक्षण सचिवालय, आगरतला की सं. एफ 28(12)-पीडी/06 दिनांक 25 अगस्त, 2007 द्वारा ग्राम सहनसि से भारतीय दंड संडिता, 1860 ( 1860 का अधिनियम सं. 45 ) की धारा 420, 468 और 471 और चेस्ट अगरतला पुलिस स्टेशन में दर्ज मामला सं. 224, 2006 के मामले तथा उपर्युक्त अपराधों से संबंधित अथवा संलग्न प्रयत्नों, हुक्मों और बहरेंतों तथा उसी संबंधान के अनुक्रम में अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारित का विस्तार सम्पूर्ण त्रिपुरा राज्य पर करती है।

[फा. सं. 228/70/2007-एवीडी- II ]

चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC  
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 7th May, 2008

S.O. 1068.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Tripura, Home Department, Civil Secretariat, Agartala vide No. F.28 (12)-PD /06 dated 25th August, 2007 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Tripura for investigation of Case No. 224 of 2006 under Sections 420, 468 and 471 of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at West Agartala Police Station and attempts, abettments and conspiracies in relation to or in connection with the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[F.No. 228/70/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 9 मई, 2008

का.आ. 1069.—फैदीय सरकार एकद्वारा इट प्रक्रिया सहित, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए सुश्री रीटा सूरी, अधिवक्ता को हरियाणा राज्य, अम्बाला में विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापना (के.आ.ब्लूरो) द्वारा संस्थित और फैदीय अन्वेषण ब्लूरों द्वारा उन्हें सौंपे गए मामलों के अभियोजन और विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषय का संचालन करने के लिए विशेष स्तरक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/24/2006-एवीडी-II (भाग)]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 9th May, 2008

S.O. 1069.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Ms. Rita Suri, Advocate as Special Public Prosecutor for conducting the prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Haryana at Ambala as entrusted to her by the Central Bureau of Investigation in the trial Courts and appeals/revisions or other matter arising out of these cases in revisional or Appellate Courts established by law.

[No. 225/24/2006-AVD-II(Pt.)]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

कार्यालय आयुक्त, फैदीय उत्पाद शुल्क आयुक्तालय,  
जयपुर-द्वितीय

जयपुर, 5 मई, 2008

सं. 1/2008- सीमा शुल्क (एन टी)

सीमा शुल्क

का.आ. 1070.—सीमा शुल्क अधिनियम, 1962 की धारा 152 के खण्ड (ए) के तहत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना सं. 33/94- सीमा शुल्क (एन टी) दिनांक 1 जुलाई, 1994 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं एकद्वारा, शतप्रतिशत नियर्यत संबद्धन इकाई स्थापित करने के उद्देश्य से सीमा शुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत गंव पुर्योली, तहसील -गंगारा, जिला- चिलौड़गढ़ राजस्थान राज्य के चिलौड़गढ़ को ३०/३०४ रेटेशन (वेयरहाउसिंग सं. १) घोषित करता हूँ।

[फालं पंचम् (ईओसु) 30/जे.पी./II/2/3425]

डॉ. डी.के. वर्मा, आयुक्त

## MINISTRY OF FINANCE

(Department of Revenue)

Office of the Commissioner, Central Excise, Jaipur-II

Jaipur, the 5th May, 2008

No. 1/2008 Cus (NT)

## CUSTOMS

S.O. 1070.—In exercise of the powers conferred by notification No. 33/94 Customs (NT) dated 1st July, 1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi issued under clause (a) of Section 152 of Customs Act, 1962 I hereby declare place village - Putholi the-Gangrar District Chittorgarh in the State of Rajasthan to be warehousing station under Section 9 of the customs Act, 1962 for the limited purpose of setting up 100% export oriented undertaking.

[C. No. V (Customs) 30/JP-II/2/2008]

Dr. D.K. VERMA, Commissioner

जयपुर, 6 मई, 2008

सं. 2/2008 सीमा शुल्क (एन टी)

सीमा शुल्क

का.आ. 1071.—सीमा शुल्क अधिनियम, 1962 की धारा 152 के खण्ड (ए) के तहत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना सं. 33/94-सीमा शुल्क (एन टी) दिनांक 1 जुलाई, 1994 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं एकद्वारा, शतप्रतिशत नियर्यत संबद्धन इकाई स्थापित करने के उद्देश्य से सीमा शुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत गंव माताजी को पांडोली, चिलौड़गढ़-कपासन हाईवे, तहसील एवं जिला- चिलौड़गढ़ (राजस्थान) को भण्डारण रेटेशन (वेयरहाउसिंग रेटेशन) घोषित करता हूँ।

[फालं पंचम् (सीमा शुल्क)/30/जे.पी.-द्वितीय/2/2008/3425]

डॉ. डी.के. वर्मा, आयुक्त

Jaipur, the 6th May, 2008

No. 2/2008 Cus (NT)

## CUSTOMS

S.O. 1071.—In exercise of the powers conferred by notification No. 33/94 Customs (NT) dated 1st July, 1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi issued under clause (a) of Section 152 of Customs Act, 1962 I hereby declare place village - Mataji ki Pandoli, Chittorgarh Kapasan Highway, Tehsil & District Chittorgarh in the State of Rajasthan to be warehousing station under Section 9 of the customs Act, 1962 for the limited purpose of setting up 100% export oriented undertaking.

[C. No. V (Customs) 30/JP-II/2/2008/3425]

Dr. D.K. VERMA, Commissioner

कार्यालय

मुख्य आयकर आयुक्त, जयपुर

जयपुर, 8 मई, 2008

सं. 7/2008-09

का.आ. 1072.—आयकर नियम, 1962 के नियम 2 सं.ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वा) की धारा 10 के खण्ड (23 से) वाले उपायों (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एकद्वारा निर्भारत

वर्ष 2007-08 एवम् आगे के लिए कथित धारा के उद्देश्य से "गीता बजान वाल परीक्षा संस्थान, जयपुर" को स्वीकृति देते हैं।

बताते कि समिति आयकर नियम, 1962 के नियम 2 सीए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपाधार (23सी) की उपधारा (vi) के प्रवधानों के अनुरूप कार्य करे।

[क्रमांक : मुआआ/अआआ/(समन्वय) जय/10/23सी]

(vi) 08-09/486]

बी. एस. डिल्ली, मुख्य आयकर आयुक्त

OFFICE OF THE

CHIEF COMMISSIONER OF INCOME TAX

Jaipur, the 8th May, 2008

No. 7/2008-09

S.O.1072.—In exercise of the powers conferred by sub-clause (vi) of clause (23 C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Geeta Bajaj Bal Mandir Sansthan Jaipur" for the purpose of said Section for the A. Y. 2007-08 and onwards :

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. OCIT/JPR/Addl.CIT(Coed.)/10(23C)(vi)/  
2008-09/486]

B. S. DHILLON, Chief Commissioner  
of Income-tax

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 6 मई, 2008

क्र. अ. 1073.—सर्वसाधारण की ज्ञानकर्ता के लिए एवं उद्द्दिष्ट अधिसूचित किया जाता है कि उक्त सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोगान्वय 1-4-2006 से संगठन शिक्षोप्रेनिया रिसर्च फार्मेसी (इंडिया), चेन्नई को निम्नलिखित शर्तों के अधीन अशिक्षक रूप से शोष कार्यों में संलग्न 'अन्य संस्था' की ओरी में अनुमोदित किया गया है, नामतः—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छाड़ों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग बही खाता रखेगा जिसमें अनुसंधान कार्य करने के लिए प्रयुक्त राशि को दराएगा तथा उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उपधारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की विधि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट नाम्बर में थेवाधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;

(iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेनी चाहे अनुमोदित संगठन :-

- (क) वैराणाप 1 के उप-वैराणाप (iii) में उल्लिखित अलग लेखा वही रखेगा; अथवा
- (ख) वैराणाप 1 के उप-वैराणाप (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) वैराणाप 1 के उप-वैराणाप (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जावज नहीं छोड़ा जाएगा; अथवा
- (इ) उक्त नियमावली के नियम 5 ग और 5 ड के साथ अपित्त उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रवधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[ अधिसूचना सं 60/2008/(फा.सं 203/97/2007-आ.क.नि. II) ]

सुरेन्द्र पाल, अवर सचिव

(Central Board of Direct Taxes)

New Delhi, the 6th May, 2008

S.O.1073.—It is hereby notified for general information that the organization Schizophrenia Research Foundation (India), Chennai has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-Tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-Tax Rules, 1962 (said Rules), with effect from 1-4-2006 in the category of 'other Institution', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the commissioner of Income-Tax or the Director;

Income-Tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

(iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:-

- fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- fails to furnish its audit report referred to in sub-paragraph (iii) or paragraph 1; or
- fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- ceases to carry on its research activities or its research activities are not found to be genuine; or
- ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 60/2008/F.No. 203/97/2007/ITA-II]

SURRENDER.PAL, Under Secy.

केन्द्रीय अधिकारी समूच्छा ब्यूनिट  
(कोफेपोस्ट ब्यूनिट)

आदेश

नई दिल्ली, 8 मई, 2008

का. आ. 1075. —अतः संयुक्त सचिव, भारत सरकार जिन्हें केन्द्रीय सुदूर संभ्रहण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उपधारा के अधीन आदेश फाइल सं 673/02/2008-सी. शु. VIII दिनांक 07-04-2008 को जारी किया और निर्देश दिया कि श्री राम मोहन गुलाटी, पुत्र श्री ईश्वर दास गुलाटी, निवासी ए के -8, शालीमार नगर, नई दिल्ली को निरुद्ध कर दिया जाए और केन्द्रीय कारणार, तिराह, नई दिल्ली में अधिकारा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके;

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त अधिकारी पूर्व हो गया है या उसके लिया रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता;

3. अतः अब उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एवं द्वारा पूर्वोक्त अधिकारी को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आपूर्ति, दिल्ली के सम्मुख उपस्थित हो।

[का. सं. 673/02/2008-सी. शु. VIII]

वी. के. खना, उप-सचिव

Central Economic Intelligence Bureau  
(COFEPOSA Unit)  
ORDER

New Delhi, 8th May, 2008

S.O. 1074.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/02/2008-Cus. VIII dated 7-4-2008 under the said sub-section directing that Shri Ram Mohan Gulati, son of Shri Ishwar Dass Gulati, resident of AK-8 Shalimar Bagh, New Delhi be detained and kept in custody in Central Prison, Tihar, New Delhi with a view to preventing him from smuggling goods in future;

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or has been concealing himself so that the order cannot be executed;

3. Now therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette [F. No. 673/02/2008-Cus. VIII].

V. K. KHANNA, Dy. Secy

व्यव विभाग

नई दिल्ली, 8 मई, 2008

का. आ. 1075.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत विधियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार (व्यव विभाग) 16 जनवरी, 2003 को प्रकाशित का.आ. 255 को उन बातों के सिवाय अधिकारी करते हुए जिन्हें ऐसे अधिकारण से पूर्व किया गया है या करने का लोप किया गया है, नीचे सारणी के स्तरम् (1) में उल्लिखित अधिकारी को, जो केन्द्रीय सरकार के राज्यवित्त अधिकारी की रैंक के समतुल्य अधिकारी है, उक्त अधिनियम के प्रयोगन के लिए संघदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तरम् (2) में तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों की बाबत अपनी अधिकारिता की स्थानीय स्थानों के भीतर उक्त अधिनियम द्वारा या उसके अधीन संभव अधिकारी को प्रदत्त शक्तियों का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

अधिकारी का पदनाम सरकारी स्थानों के प्रवर्ती और अधिकारिता की स्थानीय स्थानों

| (1)                                | (2)                                  |
|------------------------------------|--------------------------------------|
| निदेशक (प्रशासन) या डप             | सेक्टर-62 नोएडा, उत्तर प्रदेश        |
| निदेशक (प्रशासन), सूचना            | में स्थित सूचना पद्धति और            |
| पद्धति और लेखा परीक्षा,            | लेखा परीक्षा, अंतर्राष्ट्रीय केन्द्र |
| अंतर्राष्ट्रीय केन्द्र नोएडा, महा- | के प्रशासनिक नियंत्रणाधीन स्थान।     |
| निदेशक का कार्यालय, सूचना          |                                      |
| पद्धति और लेखा परीक्षा,            |                                      |
| अंतर्राष्ट्रीय केन्द्र, नोएडा।     |                                      |
| टिप्पणी: एक समय में कोबल           |                                      |
| एक अधिकारी संघदा अधिकारी           |                                      |
| के कृत्यों का पालन करेगा।          |                                      |

[का.सं. 11013/1/2001-ईजी]

आर. ब्रह्म ब्राह्मद, अवर सचिव

## (Department of Expenditure)

New Delhi, the 8th May, 2008

**S.O. 1075.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in supersession of the notification of the Government of India (Department of Expenditure) bearing S.O. 255 published on 16th January 2003 except as respect things done or omitted to have been done before such supersession, the Central Government appoints the officer mentioned in Column (1) of the Table below, an officer equivalent to the rank of Gazetted Officer of the Central Government to be the Estate Officer for purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officer by or under the said Act, within the local limits of his respective jurisdiction in respect of public premises specified in the corresponding entry in Column (2) of the said Table.

## TABLE

| Designation of the Officer<br>(1)  | Categories of the public<br>premises and local limits<br>of jurisdiction<br>(2)   |
|--|---|
| Director (Administration)<br>or Deputy Director (Ad-<br>ministration), International<br>Centre for Information<br>Systems and Audit, Noida,<br>Office of Director General,<br>International Centre for<br>Information Systems and<br>Audit, Noida. | Premises under the<br>Administrative Control<br>of Director General,<br>International Centre for<br>Information Systems<br>and Audit at Sector 62,<br>Noida, Uttar Pradesh. |

Note: At a given point of time only one officer shall discharge the functions of Estate Officer.

[F. No. A-11013/1/2001-EG]

R. PREM ANAND, Under Secy.

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 8 मई, 2008

**का.आ. 1076.**—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रक्रीय उपबंध) स्वीकार, 1970/1980 के खण्ड 3 के उप-खण्ड (1) के साथ पठित, बैंककारी कंपनी (उपकरणों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3(ज) तथा (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वाय, डॉ. शक्तील उमा ज्ञान अंसारी, को उनकी नियुक्ति की अधिसूचना की तिथि से तीन बारों की अवधि के लिए अध्यक्ष आदेश होने तक, जो भी यहले हो, इलाहाबाद बैंक के नियंत्रक मण्डल में अंशकालिक गैर-सरकारी नियंत्रक के रूप में नामित करती है।

[फ. सं. 9/22/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

## (Department of Financial Services)

New Delhi, the 8th May, 2008

**S.O.1076.**—In exercise of the powers conferred by sub-section 3(h) and 3(A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings)

Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Dr. Shakeel Uz Zaman Ansari as part-time non-official Director on the Board of Directors of Allahabad Bank for a period of three years from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 9/22/2006-BO-1]

G. B. SINGH, Dy. Secy.

## भारी उद्योग और लोक उद्यम मंत्रालय

(भारी उद्योग विभाग)

नई दिल्ली, 2 मई, 2008

**का.आ. 1077.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय भ्रष्टोजनों के लिए) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, टायर कोरपोरेशन ऑफ हाइड्रोल ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

I. टायर कारपोरेशन ऑफ हाइड्रोल

भारत सरकार का उद्यम,  
19, जवाहर लाल नेहरू रोड,  
कोलकाता - 700 087

[सं. ई. 11012/2/2005-हिन्दी]

राजेश कुमार सिंह, अवर सचिव

MINISTRY OF HEAVY INDUSTRIES AND PUBLIC  
ENTERPRISES

## (Department of Heavy Industries)

New Delhi, the 2nd May, 2008

**S.O.1077.**—In pursuance of the sub-rule (4) of rule-10 of Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office whereof more than 80% staff have acquired the working knowledge of Hindi:—

I. Tyre Corporation of India Ltd.

(A Govt. of India Enterprise),  
19, Jawahar Lal Nehru Road,  
Kolkata - 700 087

[No. E-11012/2/2005-Hindi]

R. K. SINGH, Under Secy.

## स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 30 अप्रैल, 2008

**का.आ. 1078.**—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परम्परा करने के बाद एतद्वाया उबल अधिनियम की प्रथम अनुसूची के भाग -I में निम्नलिखित और संशोधन करती है अर्थात्:—

2. बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट (पंजाब) के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग -I में ज्ञान संख्या 53 के सामने स्तरम् 2 और 3 की मौजूदा प्रविष्टियों में श्री गुरु राम दास इंस्टीट्यूट ऑफ डॉक्टर्स साइंसेज

एंड रिसर्च, अमृतसर के संबंध में निम्नलिखित प्रविष्टियाँ रखी जाएंगी :—

III. श्री गुरु राम दास ईंस्टीट्यूट ऑफ डेंटल साइंसेज  
एंड रिसर्च, अमृतसर

“पास्टर ऑफ डेंटल सर्जरी

(ii) प्रोस्थोडोटिक्स एम डी एस (प्रोस्थोडोटिक्स)  
(यदि यह 23-5-2007 को बाबा फरीद स्वास्थ्य विज्ञान अथवा उसके बाद प्रदान की विश्वविद्यालय, फरीदकोट गई हो) (पंजाब) ।

(iii) कंसर्वेटिव डेंटिस्टी एम डी एस (कंसर्वेटिव डेंटिस्टी) बाबा फरीद स्वास्थ्य विज्ञान अथवा उसके बाद प्रदान की विश्वविद्यालय, फरीदकोट (पंजाब) ।”

[सं. वी. 12017/1/2004-(डीई)]  
राज सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE  
(Department of Health)

New Delhi, the 30th April, 2008

S.O.1078.—In exercise of the powers conferred by sub-section 2 of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2 In the existing entries of column 2 & 3 against Serial No. 53, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948), pertaining to Baba Farid University of Health Sciences, Faridkot (Punjab), the following entries in respect of Sri Guru Ram Das Institute of Dental Sciences & Research, Amritsar, shall be inserted thereunder :—

III. Sri Guru Ram Das Institute of Dental Sciences & Research, Amritsar

“Master of Dental Surgery

(ii) Prosthodontics MDS (Prosthodontics)  
(When granted on or Baba Farid University of Health Sciences, Faridkot (Punjab)  
after 23-5-2007)

(iii) Conservative Dentistry MDS (Conservative Dentistry) Baba Farid University of Health Sciences, Faridkot (Punjab)  
(When granted on or after 23-5-2007)

[No. V-12017/1/2004-(DE)]  
RAJ SINGH, Under Secy.

नई दिल्ली, 12 मई, 2008

का.आ.1079.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दन्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची के भाग -1 में निम्नलिखित और संशोधन करती है अर्थात् :—

2. विनायक मिशन अनुसंधान फाउंडेशन (सम विश्वविद्यालय), सालौम, तमिलनाडु के संबंध में दन्त चिकित्सक अधिनियम, 1948

(1948 का 16) की अनुसूची के भाग -1 में क्रम संख्या 67 के सामने संख्या 2 और 3 की मौजूद प्रविष्टियाँ में विनायक मिशन शक्तिरचार्य डॉक्टर कालेज, सालौम के संबंध में निम्नलिखित प्रविष्टियाँ रखी जाएंगी :—

“(iii) प्रोस्थोडोटिक्स एम डी एस (प्रोस्थोडोटिक्स) (यदि यह 16-5-2006 को विनायक मिशन अनुसंधान अथवा उसके उपरान्त प्रदान की गई हो) फाउंडेशन (सम विश्वविद्यालय), सालौम, तमिलनाडु

(iv) पेरिओडोटिक्स एम डी एस (पेरिओडोटिक्स) (यदि यह 18-5-2006 को विनायक मिशन अनुसंधान अथवा उसके उपरान्त प्रदान की गई हो) फाउंडेशन (सम विश्वविद्यालय), सालौम, तमिलनाडु

(v) ऑर्थोडोटिक्स एम डी एस (ऑर्थोडोटिक्स) (यदि यह 16-5-2006 को विनायक मिशन अनुसंधान अथवा उसके उपरान्त प्रदान की गई हो) फाउंडेशन (सम विश्वविद्यालय), सालौम, तमिलनाडु

[फ. सं. वी. 12017/19/97-डीई]

राज सिंह, अवर सचिव

New Delhi, the 12th May, 2008

S.O.1079.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2 In the existing entries of column 2 & 3 against Serial No. 67, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948), pertaining to Vinayaka Mission's Research Foundation (Deemed University), Salem, Tamil Nadu, the following entries in respect of Vinayaka Mission's Sankaracharya Dental College Salem, shall be inserted thereunder :—

(iii) Prosthodontics MDS (Prostho.)  
(When granted on or Vinayaka Mission's Research Foundation (Deemed University),  
after 16-5-2006) Salem, Tamil Nadu

(iv) Periodontics MDS (Perio.)  
(When granted on or Vinayaka Mission's Research Foundation (Deemed University),  
after 18-5-2006) Salem, Tamil Nadu

(v) Orthodontics MDS (Ortho.)  
(When granted on or Vinayaka Mission's Research Foundation (Deemed University),  
after 16-5-2006) Salem, Tamil Nadu

[F. No. V-12017/19/97-(DE)]  
RAJ SINGH, Under Secy.

नई दिल्ली, 13 मई, 2008

क्र.आ. 1080.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में डा. विजय प्रकाश सिंह, प्रोफेसर एवं अध्यक्ष कार्यालयिकत्वा विभाग, पटना मेडिकल कालेज, पटना, काय चिकित्सा संकाय सदस्य, पटना विश्वविद्यालय को पटना विश्वविद्यालय की सीनेट द्वारा इस अधिसूचना के जारी होने की तारीख से भाँच वर्षों के लिए भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः, अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार पटनाद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचन संख्या क्र.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के उपबंध (ख) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 17 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी अर्थात् :—

“17. डा. विजय प्रकाश सिंह, पटना विश्वविद्यालय”  
प्रोफेसर एवं अध्यक्ष  
कार्यालयिकत्वा विभाग,  
पटना मेडिकल कालेज, पटना

[सं. यू. 11013/1/2007-एम ई (नीति-1)]

एस.के. गुप्ता, अवर सचिव

New Delhi, the 13th May, 2008

S.O.1080.—Whereas in pursuance of the provision of sub-section (1)(b) of Section 3 of the Indian Medical Council Act, 1956, (102 of 1956) Dr. Vijay Prakash Singh, Professor & Head, Department of Medicine, Patna Medical College, Patna, a member of the faculty of Medicine, Patna University has been elected by the Senate of Patna University to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely :—

In the said Notification, under the heading, “Elected under clause (b) of sub-section (1) of Section 3”, against serial number 17, the following entries shall be substituted, namely :—

“17. Dr. Vijay Prakash Singh, Patna University”  
Professor & Head  
Department of Medicine  
Patna Medical College  
Patna

[No. V. 11013/1/2007-ME(P-I)]

S.K. GUPTA, Under Secy.

नई दिल्ली, 14 मई, 2008

क्र.आ. 1081.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रस्तुत राजिकाओं का प्रयोग करते हुए, केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद एवं उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है; अर्थात् :—

उक्त प्रथम अनुसूची में “डा. एनटीआर यूनिवर्सिटी ऑफ हेल्थ साइंसेज, विजयवाडा, आंध्र प्रदेश” के सामने “मान्यता प्राप्त आयुर्विज्ञान अर्हता” [स्तम्भ (2) में] शीर्षक के अंतर्गत और “पंजीकरण हेतु संघेपण” [स्तम्भ (3) में], शीर्षक के अंतर्गत, निम्नलिखित प्रविष्टियां रखी जाएंगी; अर्थात् :—

| (2)                                     | (3)  |
|---|--|
| बैचलर ऑफ मेडिसिन<br>एंड बैचलर ऑफ सर्जरी | एम.बी.बी.एस.<br>(यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी यदि यह कर्तृती मेडिकल कालेज एवं अस्पताल, गुरु, आंध्र प्रदेश में प्रशिक्षित छात्रों के संबंध में डा. एनटीआर यूनिवर्सिटी ऑफ हेल्थ साइंसेज, विजयवाडा, आंध्र प्रदेश द्वारा नमूना, 2007 को अवधार उसके बाद प्रदान की गई हो) |

[सं. यू. 12012/79/2001-एम ई (नीति-1)]

एन. बारिक, अवर सचिव

New Delhi, the 14th May, 2008

S.O.1081.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956, (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule against “Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh” under the heading ‘Recognized Medical Qualification’ [in column (2)] and under the heading ‘Abbreviation for Registration’ [in column (3)], the following shall be inserted, namely :—

| (2)  | (3)  |
|--|--|
| Bachelor of Medicine<br>and Bachelor of<br>Surgery | M.B.B.S.<br>(This shall be a recognized<br>medical qualification when<br>granted by Dr. NTR<br>University of Health<br>Sciences, Vijaywada, Andhra<br>Pradesh on and after<br>November 2007 in respect of<br>students trained at Katru<br>Medical College & Hospital,<br>Guntur, Andhra Pradesh) |

[No. U. 12012/79/2001-ME(P-I)]

N. BARIK, Under Secy.

विदेश मंत्रालय  
(सी.पी.बी. प्रभाग)

नई दिल्ली, 12 मई, 2008

का.आ. 1082.—राजनियम कौसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) के 2 के अंक (क) के अनुसार में केंद्रीय सरकार एवं द्वाये भारत का प्रधान कौसलालास, हेरात में श्री धी. जेया पाञ्चम, सहायक को 12-5-08 से सहायक कौसली अधिकारी का कार्य करने हेतु प्राप्तिकृत करती है।

[सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौसली)

MINISTRY OF EXTERNAL AFFAIRS  
(C.P.V. DIVISION)

New Delhi, the 12th May, 2008

S.O.1082.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948, the Central Government hereby authorizes Shri P. Jeya Pazham, Assistant to perform the duties of Assistant Consular Officer in the Consulate General of India, Herat with effect from 12th May, 2008.

[No. T. 4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 7 मार्च, 2008

का.आ. 1083.—इस मंत्रालय की दिनांक 6 अगस्त, 2007 की समसंबंधिक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाण) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की वर्ष-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के मुख्य सलाहकार पैनल के सदस्य के रूप में श्री सुरेंद्र पौल (शान्तु), 2658, नेपियर टाउन, नागरथ चौक, जबलपुर (म.प्र.) को नियुक्त करती है।

[फा. सं. 809/4/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

MINISTRY OF INFORMATION  
AND BROADCASTING

New Delhi, the 7th March, 2008

S.O.1083.—In continuation of this Ministry's Notification of even number dated 6th August, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri Siarendra Paul (Shantu), 2658, Napier Town, Nagrath Chowk, Jabalpur (MP) as a member of the Mumbai

Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/4/2007-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 28 मार्च, 2008

का.आ. 1084.—इस मंत्रालय की दिनांक 31 मई, 2007 की समसंबंधिक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाण) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल के सदस्य के रूप में श्री यादगिरि जोगोजु, म.नं. 3-6-460, फ्लैट नं. 104 हार्डिकर बाग, हिमायत नगर, स्ट्रीट नं. 5, हैदराबाद को नियुक्त करता है।

[फा. सं. 809/1/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 26th March, 2008

S.O.1084.—In continuation of this Ministry's Notification of even number dated 31st May, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri Yadagiri Bogoju, H.No. 3-6-460, Flat No. 104, Hardikar Bagh, Himayat Nagar, Street No. 5, Hyderabad as a member of the Hyderabad Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/1/2007-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 2 मई, 2008

का.आ. 1085.—इस मंत्रालय की दिनांक 29-3-2007 की समसंबंधिक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाण) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के चेन्नई सलाहकार पैनल के सदस्यों के रूप में नियमालिखित व्यक्तियों को नियुक्त करती है :-

- श्री सूर्योजन कुमार,  
जी-2, आरूपिरा, वाई-108,  
फोर्थ स्ट्रीट अना नगर,  
चैन्नई-600040
- श्री सी. मुथुवेलू,  
19, अष्टलक्ष्मी गार्डन्स,  
पो.बो. सं. 5031, बसंत नगर,  
चैन्नई-600090

[फा. सं. 809/3/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 2nd May, 2008

**S.O.1085.**—In continuation of this Ministry's Notification of even number dated 29-3-2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952), read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint the following persons as members of the Chennai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

- (1) Shri Suryaraj Kumar,  
G-2, Aarudhira, Y-108,  
4th Street, Anna Nagar,  
Chennai-600040
- (2) Shri C. Motharvelu,  
19, Ashitalakshmi Gardens  
P.B. No. 5031, Besant Nagar,  
Chennai-600090

[F.No. 809/2/2007-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 2 मई, 2008

**का.आ.1086.**—इस अंगालय की दिनांक 8-1-2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पटिल चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कोड सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या आगले आदेशों तक, जो भी पहले हो, कोट्रीय फिल्म प्रमाणन बोर्ड के तिरुवनंतपुरम् सलाहकार पैनल के सदस्य के रूप में श्री चंद्रनन् औला, ग्राम और पोस्ट-बरसिंघनपुरा, जिला बक्सर (बिहार) को नियुक्त करती है।

[फा. सं. 809/1/2006-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 2nd May, 2008

**S.O.1086.**—In continuation of this Ministry's Notification of even number dated 8-1-2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri Chandranan Ojha, Village and Post-Barasinghanpura, District Buxar (Bihar) as a member of the Kolkata Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/1/2006-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 2 मई, 2008

**का.आ.1087.**—इस अंगालय की दिनांक 11 जुलाई, 2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन)

नियमावली, 1983 के नियम 7 और 8 के साथ पटिल चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कोड सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या आगले आदेशों तक, जो भी पहले हो, कोट्रीय फिल्म प्रमाणन बोर्ड के तिरुवनंतपुरम् सलाहकार पैनल के सदस्य के रूप में श्री विजयकुमार, वैष्णवम्, मुत्तर जिल के निकट, कुन्नुमपुरम्, डरवी इडापर्ली, कोट्टेन-682401 में नियुक्त करती है।

[फा. सं. 809/6/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 2nd May, 2008

**S.O.1087.**—In continuation of this Ministry's Notification of even number dated 11th July, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952), read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri K.G. Vijayakumar, Vyshnavam, Near Muttar Bridge, Kunnupuram, North Edapally, Cochin-682024 as a member of the Thiruvananthapuram Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/6/2007-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 5 मई, 2008

**का.आ.1088.**—इस अंगालय की दिनांक 6 अगस्त, 2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पटिल चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कोड सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या आगले आदेशों तक, जो भी पहले हो, कोट्रीय फिल्म प्रमाणन बोर्ड के मुम्बई सलाहकार पैनल के सदस्यों के रूप में नियमाकार शक्तियों को नियुक्त करती है।

- (1) श्री लालू एन इंजीनियर
- (2) श्री महेश्वर एच. हकीमी
- (3) श्री शशिकांत विद्युत संदेश
- (4) श्री मोनित पाण्ड्या।

[फा. सं. 809/4/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 5th May, 2008

**S.O.1088.**—In continuation of this Ministry's Notification of even number dated 6th August, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952), read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint

the following persons as members of the Mumbai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier:

- (1) Shri Y.N. Engipeer
- (2) Shri Mehmood H. Hakimi
- (3) Shri Shashikant Vittal Sandbor
- (4) Shri Monit Pabwa.

[F.No. 809/4/2007-FC]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 5 मई, 2008

का.आ.1089.—इस मंत्रालय की दिनांक 13 सितम्बर, 2007 की समर्तक अधिसूचना के अनुसार में और चलचित्र (प्रमाणन) नियमाली, 1983 के नियम 7 और 8 के साथ भवित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) हुए प्रदृश राजितयों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रशासन से दो पर्याय की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के विलसी सलाहकार पैनल के सदस्य के रूप में श्री दीर्घिकम विहंग, ग्राम दुर्घारा, डाकखाना सरसाया, जिला शहजाहानपुर (उ.प.) को नियुक्त करती है।

[फा. सं. 809/7/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 5th May, 2008

S.O.1089.—In continuation of this Ministry's Notification of even number dated 13th September, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952), read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Veer Vikram Singh, Village Dabbiara, P.O. Sarsawa, District Shahjahanpur (UP) as a member of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/7/2007-FC]

SANGEETA SINGH, Director (Films)

कृषि मंत्रालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 6 मई, 2008

का.आ.1090.—केन्द्रीय सरकार बहु-राज्य सहकारी समिति अधिनियम, 2002 (2002 का 39) की धारा 4 की उप-धारा (1) हुए प्रदृश राजितयों का प्रयोग करते हुए तथा भारत सरकार की

दिनांक 25 फरवरी, 2004 की अधिसूचना सं. एल-11012/2/2003-एल एंड एम का अधिक्रमण करते हुए एतद्वारा कृषि मंत्रालय, कृषि एवं सहकारिता विभाग में संयुक्त सचिव (सहकारिता), श्री राजेन्द्र कुमार तिवारी को आगामी आदेशों तक के लिए केन्द्रीय पंजीयक, सहकारी समितियों के पद पर नियुक्त करती है।

[सं. एल-11012/2/2003-एल. एंड एम.]

पी. विजय कुमार, अवर सचिव

## MINISTRY OF AGRICULTURE

(Department of Agriculture & Cooperation)

New Delhi, the 6th May, 2008

S.O.1090.—In exercise of the powers conferred under sub-section (1) of Section 4 of the Multi-State Co-operative Societies Act, 2002 (39 of 2002) and in supersession of the Government of India Notification No. L-11012/2/2003-L&M dated 25th February, 2004, the Central Government hereby appoints Shri Rajendra Kumar Tiwari, Joint Secretary (Cooperation) in the Ministry of Agriculture, Department of Agriculture & Cooperation, as the Central Registrar of Co-operative Societies with immediate effect and until further orders.

[No. L-11012/2/2003-L&M]

P. VUAY KUMAR, Under Secy.

(कृषि अनुसंधान एवं शिक्षा विभाग)

नई दिल्ली, 13 मई, 2008

का.आ.1091.—केन्द्रीय सरकार, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमाली, 1976 के नियम 10 के उप नियम (4) के अनुसरण में केन्द्रीय संचय फसल अनुसंधान संस्थान, कासरगोड, केरल के केन्द्रीय केंद्र, विट्टल दक्षिण कन्नड, कर्नाटक को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. 13-2/2002-हिंदी]

देवेन्द्र कुमार छत्वाल, अवर सचिव

(Department of Agricultural Research & Education)

New Delhi, the 13th May, 2008

S.O.1091.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976, the Central Government, Ministry of Agriculture, Department of Agricultural Research & Education hereby notifies the Regional Centre, Vital, South Kannada, Karnataka of Central Plantation Crops Research Institute (CPCRI) Kasaragod, Kerala where more than 80% of staff have acquired the working knowledge of Hindi.

[F. No. 13-2/2002-Hindi]

D.K. CHHATWAL, Under Secy.

## उपर्योक्ता यामले, सांचा और सार्वजनिक वितरण भागालय

(उपर्योक्ता यामले विधान)

भारतीय मानक ब्यूरो

नई दिल्ली, 6 मई, 2008

का.वा. 1092.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक(को) में संशोधन किया गया/किये गये हैं :

## अनुसूची

| क्रम संशोधित भारतीय मानक(को) की संख्या, वर्ष और शीर्षक                          | संशोधन की संख्या और तिथि     | संशोधन लागू होने की तिथि |     |
|---|------------------------------|--------------------------|-----|
| (1)   | (2)                          | (3)                      | (4) |
| 1 आईएस 14719:1999 ताप इंस्टिकार्क लोड (एच बी आई) का धनत्व — निर्धारण की प्रणाली | संशोधन संख्या 1, अप्रैल 2008 | 30 अप्रैल, 2008          |     |

इन संशोधनों की प्रतीक्षा, भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, भौतीय कारबलियों: नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, ज़िल्हा कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनंतपुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 30/टी-20]

डॉ (श्रीमती) स्तेह भाट्ला, वैज्ञानिक एवं प्रमुख (एमटीडी)

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

## BUREAU OF INDIAN STANDARDS

New Delhi, the 6th May, 2008

S.O. 1092.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

## SCHEDULE

| S. No. & year of the Indian Standard(s) amendment(s)                              | No. & year of the amendment  | Date from which the amendment shall have effect |     |
|---|------------------------------|---|-----|
| (1)   | (2)                          | (3)   | (4) |
| 1 IS 14719 : 1999 Density of hot briquetted iron (HBI) — Method for determination | Amendment No. 1, April, 2008 | 30 April, 2008                                  |     |

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 30/T-21]

Dr. (Mrs.) SNEH BHATLA, Scientist 'F' &amp; Head (Met.Engg.)

नई दिल्ली, 6 मई, 2008

का.आ.1093.—भारतीय मानक व्यूथे नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसारण में भारतीय मानक व्यूथे एवं द्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक(को) में संशोधन किया गया/किये गये हैं :

अनुसूची

| क्रम संशोधित भारतीय मानक(को) की संख्या, वर्ष और शीर्षक  | संशोधन की संख्या और तिथि     | संशोधन लागू होने की तिथि |     |
|---|------------------------------|--------------------------|-----|
| (1)   | (2)                          | (3)                      | (4) |
| 1. आईएस 11284:1985 – स्पंज लोहाप्रत्यक्ष अपचारित सोहे के उत्पादन के लिए बेवरिंग सामग्री हेतु धूणी नसी परीक्षण | संशोधन संख्या 1, अप्रैल 2008 | 30 अप्रैल, 2008          |     |

इन संशोधनों की प्रतिच्छी भारतीय मानक व्यूथे, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बांगलौर, भोपाल, भुवनेश्वर, कोयम्बत्तूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिळकनगर(पुरुष) में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 30/टी-5।  
डॉ (श्रीमती) स्नेह भाट्ला, वैज्ञानिक एक एवं प्रमुख (एमटीडी)

New Delhi, the 6th May, 2008

S.O. 1093.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

| Sl. No. & year of the Indian Standard(s) amendment(s)  | No. & year of the amendment  | Date from which the amendment shall have effect |     |
|--|------------------------------|---|-----|
| (1)  | (2)                          | (3)   | (4) |
| 1. IS 11284 : 1985 Method of rotary tube test for iron bearing materials for the manufacture of sponge iron/direct reduced iron (DRI). | Amendment No. 1, April, 2008 | 30 April, 2008                                  |     |

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 30/टी-5]

Dr. (Mrs.) SNEH BHATLA, Scientist 'F' & Head (Met Engg)

नई दिल्ली, 8 मई, 2008

का.आ. 1094.—भारतीय मानक अनुसूची नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूह एवं दूसरा अधिसूचित करता है कि अनुसूची में दिये गये मानक(कों) में संशोधन किया गया किये गये हैं :

## अनुसूची

| क्रम संख्याओं से संशोधित भारतीय मानक की वर्गीकरण  | संशोधन की संख्या और तिथि      | संशोधन लागू होने की तिथि |     |
|---|-------------------------------|--------------------------|-----|
| (1)   | (2)                           | (3)                      | (4) |
| I. आई.एस.4880(भाग 5):1972<br>जलसाधक सुरक्षा के लियाहन की रीटि<br>संहिता — भाग 5 मृदु स्तर और मिट्टी<br>में लाइनिंग का संरचनात्मक डिजाइन | संशोधन संख्या 2, अप्रैल, 2008 | 30-4-2008                |     |

इन संशोधनों की प्रतियाँ भारतीय मानक व्यूह, मानक संचालन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय केन्द्रालयों: नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बोगलौर, भोपाल, भुवनेश्वर, कोयम्बाहूर, गुवाहाटी, हैदराबाद, चंडीगढ़, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनंतपुरम् में विक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्ल्यूआरडी 14/टी-5]  
अनिलेश एम. डेविड, प्रमुख (जल संशोधन)

New Delhi, the 8th May, 2008

S.O. 1094.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

## SCHEDULE

| Sl. No., Title and year of the Indian Standard  | No. & year of the amendment  | Date from which the amendment shall have effect |     |
|---|------------------------------|---|-----|
| (1)   | (2)                          | (3)   | (4) |
| I. IS 4880(Part 5) : 1972 Code of Practice for Design of Tunnels Conveying Water Part 5 Structural Design of Concrete Lining in Soft Strata and Soils | Amendment No. 2, April, 2008 | 30-4-2008                                       |     |

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhuvaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 14/T-5]

ANILESH M. DAVID, Head (Water Resources)

नई दिल्ली, 13 मई, 2008

का.आ. 1095.—भारतीय मानक अनुच्छेद नियम 1987 के नियम 7 के उपनियम (1) खंड (ख) के अनुसरण में एतद्वाया अधिसूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं और बापस ले लिये गये हैं :—

## अनुसूची

| क्रम रद्द किये गये मानक की संख्या<br>सं और वर्ष   | भारत के राजपत्र भाग-II<br>खंड 3, उपखंड (ii) में का.आ.<br>संख्या और तिथि प्रकाशित | टिप्पणी   |     |
|---|--|---|-----|
| (1)   | (2)  | (3)   | (4) |
| 1 आईएस 15357 (भाग 3) : 2003/<br>आईएसओ 11315-3:1999 फोटोग्राफी-<br>अन्दर के कमरों में प्रोजेक्शन: भाग 3<br>संचरण प्रोजेक्शन स्क्रीन का वर्गीकरण<br>और उनके संचरण दीप्ति स्तरों का व्यापन | —  | आईएसओ 11315-3:1999 का निरस्तीकरण,<br>फोटोग्राफी-अन्दर के कमरों में प्रोजेक्शन भाग ।<br>स्थिर प्रोजेक्टर स्क्रीन के चमकने के टेस्ट |     |
| 2 आई एस 15484: 2004/आईएसओ 9767:<br>1990 फोटोग्राफी-शिरोपरि प्रोजेक्टर-<br>कार्यकारिता स्थिरों को रिपोर्ट करने और<br>व्यापन की पद्धतियां   | —  | आईएसओ 9767:1990 का निरस्तीकरण,<br>फोटोग्राफी-शिरोपरि प्रोजेक्टर-कार्यकारिता लक्षणों<br>को रिपोर्ट करने और व्यापन की पद्धतियां     |     |
| 3 आई एस 11175:1985 धातु लिपोग्राफिक<br>स्लेटों का आयाम  | —  | आईएस 15552: 2004/आईएसओ 12635:1996<br>का नया प्रकाशन, आलेखी प्रोटोग्राफी-आकर्षण<br>मुद्रण के लिए प्लेट-आयाम                        |     |
| 4 आई एस 4983 (भाग 1):1969 मिट्टी उडाने<br>वाली भर्तीनरी की परिभाषिक शब्दावली एवं<br>वर्गीकरण भाग 1 सामान्य शब्दावली   | —  | आईएसओ 6165: 2006 का अधिग्रहण : मिट्टी<br>उडाने की भर्तीनरी -आधारभूत टाइप -पहचान<br>एवं परिभाषिक शब्दावली तथा परिभाषा              |     |

[संदर्भ : एस. ई. डी. जी-2:1]

सौ. के. बेदा, वैज्ञानिक एक एवं प्रमुख (वात्रिक इंजीनियरिंग)

New Delhi, the 13th May, 2008

S.O. 1095.—In pursuance of clause (b) of sub- rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is hereby notified that the Indian Standards, Particulars of which are mentioned in the Schedule give hereafter, have been cancelled and stand withdrawn :—

## SCHEDULE

| Sl. No. & year of the<br>No. Indian Standards Cancelled  | S.O. No. & Date<br>published in the Gazette<br>of India, Part-II, Section-3,<br>sub -section (ii) | Remarks   |     |
|--|---|---|-----|
| (1)  | (2)   | (3)   | (4) |
| 1 IS 15357 (Part 3) : 2003/ISO<br>11315-3 : 1999 Photography- Projection<br>in indoor rooms -Part 3 Classification<br>of transmitting projection screens and<br>measurements of their transmitted<br>luminance level | —   | In view of withdrawal of ISO 11315-3:1999<br>Photography - Projection in indoor<br>rooms-Part 1 Screen illumination test for<br>still projectors.   |     |
| 2 IS 15484 : 2004/ISO 9767 : 1990 Photo-<br>graphy-Overhead Projectors-Methods<br>for measuring and reporting<br>performance characteristics.  | —   | In view of withdrawal of ISO 9767 : 1990<br>Photography-Overhead Projectors—<br>Methods for measuring and reporting<br>performance characteristics. |     |
| 3 IS 11175 : 1985 Dimensions of metal<br>lithographic plates.  | —   | In view of publication of IS 15552 : 2004/<br>ISO 12635 : 1996 Graphic technology-<br>Plates for offset printing-Dimensions.                        |     |

| (1) | (2)   | (3) | (4)   |
|-----|---|-----|---|
| 4   | IS 4988 (Pt 1) : 1969 Glossary of terms and classification of earth moving machinery : Part 1 General terms | —   | In view of adoption of ISO 6165 : 2006 Earth moving machinery-Basic type-Identifications and terms and definitions. |

[Ref. : MED/G-2:1]

C. K. VEDA, Sc. F &amp; Head (Mechanical Engineering)

नई दिल्ली, 13 मई, 2008

कर.आ. 1096.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एवं द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे दिए गए हैं, वे स्थापित हो गए हैं :—

## अनुसूची

|                              |  |              |
|------------------------------|--|--------------|
| क्रम संख्या, वर्बं और शीर्षक | नये भारतीय मानक द्वारा अप्रिक्रियता भारतीय मानक अधिकारी मानकों, जोड़ी की गई हो, की संख्या और वर्बं | स्थापित लियि |
|------------------------------|--|--------------|

| (1) | (2)  | (3)  | (4)             |
|-----|--|--|-----------------|
| 1   | आईएस 9520 : 2008 वाल्वों के सांकेतिक साइज़ (प्रथम पुनरीक्षण) | आईएस 9520 : 1980 वाल्वों के सांकेतिक साइज़ | 30 अप्रैल, 2008 |

इस भारतीय मानक की प्रतियोगी, भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा जाम्बा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, सूर्ज तथा तिरुवनंतपुरम में विक्री होने वाली है।

[ संदर्भ : एम. ह. डी. एसी-2:1 ]  
सी. के. वेदा, वैज्ञानिक एफ एवं प्रमुख (वात्रिक इंजीनियरिंग)

New Delhi, the 13th May, 2008

S.O. 1096.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

## SCHEDULE

| Sl. No. | No. & year of the Indian Standards Established | No. & year of Indian Standards, if any, Superseded by the New Indian Standard | Date of Established |
|---------|--|---|---------------------|
|---------|--|---|---------------------|

| (1) | (2)  | (3)                                     | (4)            |
|-----|--|---|----------------|
| 1   | IS 9520 : 2008 Nominal sizes for valves (First Revision) | IS 9520 : 1980 Nominal sizes for valves | 30 April, 2008 |

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : MED/G-2:1]

C. K. VEDA, Sc. F &amp; Head (Mechanical Engineering)

नई दिल्ली, 13 मई, 2008

कर.आ. 1097.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एवं द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक (कों) में संशोधन किया गया/किये गये हैं।

## अनुसूची

| क्रम संख्या | संशोधित भारतीय मानक की संख्या और वर्ष  | संशोधन की संख्या और तिथि  | संशोधन लागू होने की तिथि |
|-------------|--|---------------------------|--------------------------|
| (1)         | (2)  | (3)                       | (4)                      |
| 1.          | आई एस 13917: 2003 खाली ने उद्धवहन के लिए लड्डार रसिमर्या—तकनीकी वितरण अपेक्षाएँ (पहला पुनरीक्षण) | संशोधन नं. 1, अप्रैल 2008 | 01 अप्रैल 2008           |

इस संशोधन की प्रतियोगी भारतीय मानक व्यूठ, मानक भवन, 9, बहादुर शाह अफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बांगलौर, थोपास, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्ण तथा तिरुवनंतपुरम में विक्री हेतु उपलब्ध है।

[संदर्भ : एम. ई. डी./जी-2/1]

सी.के.वेदा, वैज्ञा एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 13th May, 2008

**S.O. 1097.**—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

**SCHEDULE**

| Sl. No. | No. and year of the Indian Standards  | No. and date of the amendment | Date from which the amendment shall have effect |
|---------|---|-------------------------------|---|
| (1)     | (2)   | (3)                           | (4)   |
| I       | IS 13917: 2003 Standard wire ropes for mine hoisting-technical delivery Requirements (First Revision) | Amendment No. 1 April, 2008   | 01 April, 2008                                  |

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi - 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : MED/G-2/1]

C.K. VEDA, Sc. F & Head (Mechanical Engineering)

**कोयला मंत्रालय**

नई दिल्ली, 13 मई, 2008

का.आ. 1098.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) की धारा 4 की उप धारा (1) के अधीन कोयला मंत्रालय, भारत सरकार की अधिसूचना का.आ. सं. 2406 तारीख 21 जून, 2006 द्वारा, जो कि भारत के गुजरात, भाग-2, धारा 3, उपधारा (ii) में तारीख 24 जून, 2006 को प्रकाशित हुई है, द्वारा केंद्रीय सरकार ने उक्त अधिसूचना के साथ संलग्न अनुसूची में विनिर्दिष्ट स्थानों से 2794.94 एकड़ (लगभग) वा 1131.55 हेक्टेयर (लगभग) की भूमि से कोयला निकालने की सूचना दी है।

और केंद्रीय सरकार का यह समाधान हो चुका है कि उपरोक्त भूमि में कोयला अभिप्राय है।

अतः अब कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) उपरोक्त अधिनियम की धारा-7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करके हुए केंद्रीय सरकार 1907.61 एकड़ (लगभग) वा 772.00 हेक्टेयर (लगभग) भूमि का सर्वाधिकार अर्जित करने की सूचना आरी करती है जैसा कि इसके साथ संलग्न अनुसूची में वर्णित है:

(1) इस अधिसूचना के अधीन आने वाली योजना संख्या : एमसीएल/एसबीपी/डिटीजीएम(एल/आर एंड आर/2007/565 तारीख 15-2-2007) का निरीक्षण कलेक्टर के कार्यालय अनांगुल (उडीसा) वा कोयला नियंत्रक का कार्यालय, ।, कौसिल हाउस स्ट्रीट, कोलकाता या महानदी कोलफालीइस लिमिटेड का कार्यालय (सेंड/आर एंड आर डिपार्टमेंट), जागति विहार, पी. जागति विहार, बुल्ली, जिला - संबलपुर (उडीसा) में की जा सकती है।

(2) उक्त अधिनियम की धारा-8 के उपबंधों की ओर व्यान आकर्षित किया जाता है जिसमें निम्नलिखित उपबंध हैं—

अर्जन की जात आपत्तियाँ—

(8) (1) कोई व्यक्ति जो किसी भूमि में, जिसकी कावत धारा-7 के अधीन अधिसूचना जारी की गई है, हितबद्ध है, अधिसूचना जारी करने के 30 दिनों के बीतार संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि या उस पर को किन्हीं अधिकारों का अर्जन किए जाने के बारे में अपत्ति कर सकता है।

स्वाक्षरीकरण:

(1) इस धारा के अधीनर्गत वह आपत्ति नहीं की जाएगी कि कोई व्यक्ति किसी भूमि से कोयता उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रिया केंद्रीय सरकार या किसी अन्य व्यक्ति को नहीं करती चाहिए।

(2) उपभारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को अविकल्प रूप से सुने जाने का या किसी विधि व्यक्तिगती द्वारा सुनाई का अवसर देगा और सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो कह अवश्यक समझता है, वह या तो धारा-7, उपभारा (1) के तहत अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्रवाई के अधिलेख सहित विभिन्न रिपोर्ट के सरकार को उसके विविहवय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर के हित का दावा करने का इकदार होता, यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

### अनुसूची

तालबरे कोयता क्षेत्र (लिंगाराज क्षेत्र)

कनिहा ओसीपी विस्तार

जिला - अनगुल (बड़ीसा)

सभी अधिकार:

(योजना संख्या: एससीएल/एसबीपी/डिएसी जीएम(एलआर एंड आर) / कनिहा-विस्तार/2007/565 तारीख 15-12-2007)

| ब्लॉक  | क्रमसं. | ग्राम का नाम     | याना एवं<br>संख्या | तहसील/<br>जिला/राज्य | भूमि का व्यापकरण (एकड़ में) | कुल क्षेत्र<br>एकड़ में | टिप्पणियाँ |                       |        |     |
|--------|---------|------------------|--------------------|----------------------|-----------------------------|-------------------------|------------|-----------------------|--------|-----|
|        | ए       | 1.               | कनिहा              | कनिहा/60             | तालबरे<br>अनगुल/<br>बड़ीसा  | 51.54                   | 72.50      | 43.03                 | 167.07 | भाग |
|        | 2.      | पथरमुडा          | कनिहा/91           | बही                  | 189.49                      | 23.50                   | 170.71     | 383.7                 | भाग    |     |
|        | 3.      | तेलिसिंधा        | कनिहा/90           | बही                  | -                           | -                       | 25.84      | 25.84                 | भाग    |     |
| बी     | 4.      | कंसमुडा          | कनिहा/67           | बही-                 | 57.66                       | 13.66                   | 0.41       | 71.73                 | भाग    |     |
|        | 5.      | गुन्डुठीराली     | कनिहा/88           | बही                  | 17.91                       | 35.29                   | 10.41      | 63.61                 | भाग    |     |
| स्त्री | 6.      | जरदा             | कनिहा/89           | बही                  | 125.89                      | 42.95                   | 112.99     | 281.83                | भाग    |     |
|        | 7.      | तेलीसिंधा        | कनिहा/90           | बही                  | 104.07                      | 62.93                   | 63.73      | 230.73                | भाग    |     |
|        | 8.      | मथरमुडी<br>आराएक | कनिहा              | बही                  | -                           | -                       | 115.96     | 115.96                | पूर्ण  |     |
|        | 9.      | जमानिया          | कनिहा/66           | बही                  | 66.45                       | 14.35                   | 6.75       | 87.55                 | भाग    |     |
|        | 10.     | छोलिया           | कनिहा/108          | बही                  | 252.55                      | 103.51                  | 123.53     | 479.59                | भाग    |     |
| कुल:   |         |                  |                    |                      | 865.56                      | 368.69                  | 673.36     | 1907.61 एकड़ (लालम)   |        |     |
|        |         |                  |                    |                      |                             |                         |            | का 772.00 एकड़ (लालम) |        |     |

### ब्लॉक-ए

01. कनिहा गांव (धारा) में अर्जित किये जाने वाले प्लाटों की संख्या:

444, 617, 623, से 651, 653, से 774, 777, 779, से 792, 839, 856, से 866, 869, से 964, 982 से 1007, 1022 से 1025, 1147, 1148, 1529 से 1594, 1600 से 1640, 929/1649, 932/1656, 735/1659, 735/1660, 1638/1681, 1542/1684, 715/1688, 998/1714, 999/1715, 702/1718, 703/1719, 704/1720, 864/1729, 665/1732, 893/1739, 876/1742, 753/1746, 741/1751, 921/1752, 1539/1758, 1602/1765, 739/1767, 962/1768, 890/1769, 883/1773, 889/1774, 950/1778, 696/1783, 768/1784, 1636/1787.

02. पश्चरमुंदा गाँव (भाग) में अर्जित किये जाने वाले प्लाटों की संख्या:

120 से 129, 138 से 141, 302, 353, 354, 453 से 469, 515, 519, 524 से 579, 584, 586, 588 से 601, 1295, 1315 से 1334, 1336 से 1526, 1533 से 1539, 1541, 1545 से 1811, 1813 से 2791, 2800, 2801, 2805, 2844, 2848 से 3153, 2533/3154, 2533/3155, 2533/3156, 2533/3157, 2524/3158, 604/3159, 2449/3160, 2248/3161, 2230/3162, 2229/3163, 2228/3164, 2222/3165, 604/3166, 604/3167, 604/3169, 604/3170, 604/3171, 604/3172, 604/3173, 604/3174, 604/3175, 604/3176, 604/3177, 604/3178, 604/3179, 604/3180, 604/3181, 604/3182, 604/3183, 604/3184, 2287/3186, 1679/3187, 939/3192, 939/3193, 2838/3194, 2843/3195, 129/3197, 302/3198, 1211/3199, 2154/3203, 3058/3204, 518/3205, 564/3207, 596/3208, 2552/3215, 573/3217, 584/3218, 577/3219, 2539/3223, 469/3225, 2533/3227, 2533/3228, 3136/3229, 138/3232, 591/3236, 141/3237, 2533/3240, 561/3241, 527/3242, 2859/3243, 2862/3244, 2853/3245, 545/3247, 1295/3250, 3109/3254, 1561/3256, 604/3261, 604/3262, 129/3264, 120/3266, 120/3267, 604/3268, 604/3269, 140/3270, 129/3272, 604/3273, 120/3276, 3060/3278, 589/3284, 129/3285, 604/3289, 575/3295, 1416/3296, 2924/3302, 2927/3303, 2033/3304, 1478/3317, 1478/3318, 1745/3319, 2139/3320, 2139/3321, 1319/3326, 2028/3327, 2284/3329, 1352/3336, 2119/3337, 2099/3338, 2955/3339, 594/3340, 469/3341, 120/3342, 120/3343, 2924/3344, 1843/3345, 1879/3346, 1667/3347, 3169/3369, 3294/3370, 3294/3371, 3294/3372, 3294/3373, 3294/3374, 541/3381, 3264/3387, 1562/3388, 541/3389, 541/3390, 604/3391, 604/3399, 2878/3400, 2878/3401, 541/3404, 1301/3447.

03. तेलीसिंचा गाँव (भाग) में अर्जित किये जाने वाले प्लाटों की संख्या: 771

ब्लॉक- दी

04. कंसमुंदा गाँव (भाग) में अर्जित किये जाने वाले प्लाटों की संख्या:

1724, 1725, 1727 से 1736, 1746 से 1750, 1758, 1759, 1773 से 1777, 1780 से 1782, 1821 से 1824, 1827 से 1912, 1916, से 1923, 1934 से 1959, 1962, 1963, 3150, 3688 से 3714, 3874, 3879 से 3881, 3885, 3886, 3894 से 3915, 3928 से 3961, 3964 से 4003, 4014 से 4016, 4039 से 4044, 3943/4360, 3958/4394, 1953/4415, 1886/4471, 1962/4492, 3690/4510, 3690/4511, 3690/4512, 3696/4513, 3695/4514, 3695/4515, 3897/4525, 3897/4526, 1842/4596, 3900/4612, 4339/4630, 3958/4637, 3958/4638, 3886/4640, 3600/4655, 1775/4698, 1775/4699, 1775/4700, 1775/4701, 1776/4702, 1776/4703, 1776/4704, 1774/4705, 1774/4706, 1774/4707, 3939/4780, 3940/4781, 1726/4840, 3957/4845, 4615/4889, 1852/4984, 1750/4985, 1750/4986, 1750/4987.

ब्लॉक-सी

5. गुन्डुटिनाली गाँव (भाग) में अर्जित किये जाने वाले प्लाटों की संख्या:

485, 486, 972 से 1054, 1059 से 1064, 1066 से 1068, 1070 से 1075, 1030/1686, 1041/1687, 1053/1709, 1053/1795, 1053/1799, 1071/1837.

6. चारड़ा गाँव (भाग) में अर्जित किये जाने वाले प्लाटों की संख्या:

1600 से 1604, 1621, 1622, 1625, 1631, से 1708, 1709 (पी), 3305 से 3307, 3309 से 3742, 3746 से 3748, 3751 से 3768, 3774, 3775, 3777 से 3805, 3641/3807, 3729/3808, 3789/3810, 3601/3813, 3670/3814, 3724/3816, 3724/3817, 3612/3818, 3637/3820, 3637/3821, 3746/3824, 3747/3825, 3700/3827, 3641/3829, 3660/3836, 3789/3840, 3437/3844, 3666/3846, 3782/3847, 3626/3849, 3677/3850, 3639/3854, 3669/3858, 3714/3860, 3676/3862, 3778/3863, 3583/3869, 3786/3871, 3789/3905, 3791/3906, 3584/3908, 3323/3920, 3584/3922, 3585/3925, 3765/3934, 3804/3940, 3602/3941, 3602/3942, 3640/3943, 3632/3945, 3742/3968, 3755/3969, 3755/3970, 3670/3971, 3670/3972, 3601/3973, 3601/3974, 3601/3975, 3670/3982, 3580/3989, 3717/3996, 3635/4010, 3791/4011.

7. तेलीसिंचा गाँव (भाग) में अर्जित किये जाने वाले प्लाटों की संख्या:

319, 322, 813 से 841, 844 से 871, 874 से 876, 880 से 941, 1033, 1481, से 1486, 1491, 1497 से 1529, 1530 (पी), 1531, से 1535, 1565(पी), 1570, से 1576, 1582, 2018 से 2132, 2134 से 2208, 2218 से 2254, 2257(पी), 2259 से 2266, 2272 से 2490, 2031/2333, 2179/2493, 2482/2496, 2251/2503, 2251/2504, 2251/2505, 2251/2506, 2251/2507, 2231/2508, 2231/2509, 2231/2510, 2231/2511, 2231/2512, 856/2513, 2224/2514, 1503/2518, 1512/2519, 2071/2522, 2287/2527, 2229/2528, 2281/2529, 1523/2530, 1523/2531, 1523/2532, 1517/2537, 1523/2545, 1523/2546, 1523/2547, 2195/2562, 2450/2565, 2367/2568, 413/2576, 2188/2578, 2125/2579, 2125/2580, 2367/2589, 889/2591, 819/2592, 820/2593, 817/2594, 2363/2595, 2363/2596, 2363/2597, 2363/2598, 2363/2599, 821/2603, 2180/2632, 2164/2633, 2367/2638, 2092/2655, 1341/2661, 1857/2666, 1485/2678, 839/2679, 2447/2680.

8. चमानिया गाँव (भाग) में अर्जित किये जाने वाले प्लाटों की संख्या:

2 से 24, 30 से 38, 44 से 47, 52 से 56, 58, 60 से 213, 238, 277 से 283, 286 से 473, 73/474, 102/475, 104/476, 395/477, 409/478, 452/479, 452/480, 463/481, 469/482, 470/483, 448/484, 367/486, 419/487, 435/488, 422/489, 447/490, 132/491, 472/493, 473/494, 472/495, 387/496, 387/497, 290/499, 351/500, 351/501, 89/502, 173/503, 350/504, 361/507, 361/508, 286/509, 158/510, 166/511, 190/512, 190/513, 324/515, 320/516, 323/517, 204/520, 204/521, 204/522, 204/523, 204/524, 205/525, 353/526, 423/527, 424/528, 332/530, 364/531, 365/532, 394/533, 429/536, 429/537, 89/538, 112/539, 121/540, 121/541,

121/542, 125/543, 125/544, 125/545, 125/546, 125/547, 15/548, 373/549, 287/550, 288/551, 288/552, 446/553, 394/554, 401/555, 396/556, 108/558, 9/559, 9/560, 9/561, 179/562, 323/563, 467/564, 467/565, 111/566, 323/567, 74/568, 157/569, 61/570, 61/571, 61/572, 61/573, 209/580, 209/581, 209/582, 209/583, 213/584, 213/585, 277/586, 277/587, 277/588, 189/589, 202/590, 281/592, 22/593, 323/594, 432/595, 369/596, 4/599, 4/600, 7/601, 7/602, 8/603, 8/604, 74/605, 88/606, 184/607, 184/608, 470/616, 479/617, 355/618, 327/619, 327/620.

9. उत्तिक गाँव (खण्ड) में अविंत लिये जाने वाले प्लाट्टों की संख्या:

1 से 61, 64 से 74, 137 से 278, 420 से 456, 501 से 1207, 1231 से 1233, 7/1328, 65/1329, 1116/1330, 929/1332, 943/1335, 1237/1338, 1086/1340, 1086/1341, 1086/1342, 1086/1343, 1086/1344, 1027/1345, 1076/1346, 1049/1347, 175/1349, 211/1350, 211/1351, 225/1352, 237/1353, 237/1354, 237/1355, 575/1356, 821/1357, 823/1358, 826/1359, 824/1360, 824/1361, 883/1362, 1207/1363, 1202/1364, 1208/1365, 1204/1372, 821/1373, 1206/1374, 1231/1375, 159/1380, 192/1381, 1154/1382, 956/1383, 956/1384, 946/1385, 950/1386, 952/1387, 952/1388, 952/1389, 1030/1390, 968/1392, 968/1393, 968/1394, 968/1395, 968/1396, 968/1397, 71/1398, 71/1399, 821/1400, 1107/1401, 194/1402, 194/1403, 30/1405, 846/1407, 758/1408, 1075/1410, 856/1415, 785/1416, 789/1417, 1156/1419, 1162/1420, 1152/1421, 419/1422, 24/1423, 141/1424, 141/1425, 143/1427, 143/1428, 143/1429, 143/1430, 143/1431, 165/1432, 622/1442, 754/1443, 760/1445, 760/1446, 760/1447, 801/1448, 801/1449, 801/1450, 801/1451, 803/1452, 836/1453, 841/1454, 842/1455, 848/1456, 848/1457, 1036/1458, 1036/1459, 1188/1460, 1079/1461, 1079/1462, 1079/1463, 1107/1464, 1110/1465, 1110/1466, 1110/1467, 1110/1468, 1110/1469, 1110/1470, 1074/1471, 1110/1472, 278/1473, 1110/1474, 1110/1476, 1110/1477, 1110/1478, 1110/1479, 1110/1480, 1110/1481, 1200/1482, 1200/1483, 1200/1484, 1075/1492, 1072/1493, 1079/1494, 1080/1495, 801/1496, 1151/1498, 810/1499, 1183/1500, 3/1501, 6/1505, 51/1506, 51/1507, 51/1508, 51/1509, 51/1510, 51/1511, 52/1512, 52/1513, 53/1514, 53/1515, 53/1516, 814/1517, 41/1518, 166/1519, 1192/1523, 771/1525, 1139/1526, 995/1527, 1009/1528, 1182/1529, 1232/1530, 1232/1531, 1168/1532, 1169/1533, 1185/1534, 188/1535, 877/1536, 803/1537, 1205/1538, 174/1539, 878/1540, 169/1541, 1010/1542, 1110/1545, 209/1546, 1110/1547, 209/1548, 704/1550, 68/1551, 144/1553, 143/1556, 170/1558, 1100/1559, 809/1562, 665/1563, 815/1565, 815/1566, 815/1567, 878/1571, 208/1572, 878/1573, 1125/1574, 1125/1575, 141/1579, 1149/1582, 140/1584, 24/1585, 29/1588, 30/1590, 68/1591, 148/1593, 16/1594, 1120/1613, 1154/1618, 1154/1621, 73/1622, 1052/1623, 893/1629, 876/1636, 873/1637, 1154/1638, 1154/1639, 1146/1640, 1063/1641, 1182/1642, 1070/1643, 194/1644, 194/1645, 194/1646, 273/1647, 275/1648, 275/1649, 275/1650, 1060/1651, 195/1652, 196/1653, 194/1654, 194/1655, 1191/1656, 199/1658, 49/1661, 277/1662, 13/1671, 1178/1673, 1178/1674, 23/1675, 889/1676, 896/1677, 1188/1678, 1116/1679, 1188/1680, 1080/1682, 1080/1683, 901/1684, 901/1685, 1188/1688, 1003/1689, 979/1690, 100/1692, 1188/1693, 1188/1694, 1188/1695, 1188/1696, 1188/1697, 1081/1698, 266/1699, 558/1700, 1030/1701, 1030/1702, 1030/1704, 1030/1705, 1029/1706, 16/1707, 16/1708, 760/1710, 13/1713, 13/1714, 13/1715, 13/1716, 13/1717, 7/1718, 1163/1720, 1125/1723, 1155/1724, 1155/1725, 1163/1726, 1178/1727, 1163/1728, 40/1730, 1068/1733, 777/1735, 19/1736, 10/1741, 29/1742, 42/1743, 43/1744, 239/1745, 246/1746, 852/1747, 853/1748, 779/1749, 779/1750, 780/1751, 874/1752, 831/1753, 846/1754, 1116/1755, 1116/1756, 982/1757, 929/1758, 1206/1759, 733/1760, 733/1761, 35/1763, 8/1764, 32/1765, 813/1766, 1120/1768, 136/1769, 1152/1770, 1116/1771, 899/1772, 899/1773, 868/1774, 1081/1777, 1178/1779, 70/1783, 142/1784, 142/1785, 142/1786, 182/1787, 232/1788, 232/1789, 719/1790, 1231/1791, 1231/1792, 945/1801, 947/1802, 947/1803, 947/1804, 949/1805, 949/1806, 949/1807, 949/1808, 949/1809, 62/1826, 240/1827, 955/1828, 557/1829, 1145/1834, 1166/1836, 844/1837, 845/1838, 1566/1839, 184/1841, 543/1842, 1127/1843, 1158/1846, 880/1882, 883/1885, 883/1889, 1087/1892, 1341/1893.

ब्लॉक ए का सीमा विवरण:

१. एस-एस: रेखा विन्हु—“एस” से प्रारम्भ होती है जो कंसमुण्डा, कनिहा गाँवों एवं गोहिराहण्डा आरएफ के पिलन विन्हु (ट्रॉफ चेकरान) पर विन्हत स्लोप के पास दिखता है। इसके बाद मह कनिहा एवं कंसमुण्डा गाँव की साथी सीमा के साथ चलता हुई पूर्व दिशा में मुड़ती है। कंसमुण्डा गाँव की लाईट सं. 1507, 1508, 1509 की उत्तरी सीमा से हाते हुए कंसमुण्डा गाँव की लाईट सं. 1509 के उत्तरी-पूर्व कोने तक जाती है । इसके बाद रेखा कनिहा ग्राम में प्रवेश करती है एवं उत्तर दिशा में जाती हुई लाईट सं. 1777 की परिचय, उत्तर एवं पूर्व सीमा की छूती है । लाईट सं. 966 की उत्तरी सीमा को आरेक रूप से छूती हुई लाईट सं. 981 के उत्तरी कोने तक जाती है । यहाँ रेखा लाईट सं. 980, 979, 1027 की उत्तरी सीमा, लाईट सं. 1026 की उत्तरी-पूर्वी सीमा की तरफ बढ़ती हुई लाईट सं. 1026 के उत्तरी-पूर्वी कोने तक जाती है । रेखा उत्तर-पूर्वी दिशा में लाईट सं. 1021 की उत्तर-परिचय सीमा के साथ बढ़ती है, लाईट सं. 1020 की परिचय एवं उत्तरी सीमा से आरेक रूप से उत्तर लाईट सं. 1008, 1009, 1146 की उत्तरी सीमा के साथ अद्वा एवं कनिहा गाँव की परिचयी छोरे तक जाती है। इस गाँव के सदक को फार करने के बाद रेखा लाईट सं. 1641 की उत्तरी सीमा के साथ कनिहा एवं परमसुण्डा गाँव की साथी बदूती है। इसके बाद रेखा परमसुण्डा गाँव में प्रवेश करती है और लाईट सं. 138 की परिचयी सीमा के साथ आरेक रूप से दक्षिण दिशा में बढ़ती हुई इसी लाईट के दक्षिण-परिचय कोने तक जाती है। इसके बाद लाईट सं. 138, 3197 की दक्षिणी सीमा के साथ रेखा पूर्व की तरफ बढ़ती हुई लाईट सं. 3197 के दक्षिण-पूर्वी कोने तक जाती है । यहाँ रेखा उत्तर-पूर्व दिशा में जाती हुई लाईट सं. 142 की सीमा के साथ आरेक रूप से, लाईट सं. 175, 176 की उत्तरी सीमा लाईट

सं. 456, 455, 453 की दक्षिण सीमा के साथ बढ़ती हुई प्लाट सं. 453 के दक्षिण-पूर्व कोने तक जाती है। यह उत्तर दिशा की ओर मुहूर्ती हुई प्लाट सं. 453 की पूर्वी सीमा को छूती हुई प्लाट सं. 452 के उत्तर-पश्चिम कोने तक जाती है। यह रेखा प्लाट सं. 564, 565, 566, 579, 3218, 584 एवं 586 की दक्षिण सीमा के साथ पूर्व दिशा में जाती हुई प्लाट सं. 586 के दक्षिण-पूर्व कोने तक जाती है। पुनः यह रेखा उत्तर की ओर मुहूर्ती है और इसी प्लाट की पूर्वी सीमा को छूती हुई प्लाट सं. 586 के उत्तरी कोने तक जाती है। यह पूर्व दिशा की ओर मुहूर्ती है और प्लाट सं. 574, 590 की दक्षिण सीमा को आशिक रूप से छूती हुई प्लाट सं. 590 के दक्षिण-पूर्व कोने तक जाती है। इसके बाद रेखा दक्षिण-पूर्व दिशा की ओर मुहूर्ती है और प्लाट सं. 589, 588 की पश्चिमी सीमा के साथ प्लाट सं. 587 की दक्षिणी सीमा को आशिक रूप से छूती हुई प्लाट सं. 596, 598, 599 की दक्षिणी सीमा से होती हुई बिंदु—“एम” को छूती है जो पथरमुण्डा एवं तेलीसिंधा सड़क के पश्चिम की ओर स्थित है।

एम-एन: रेखा—“एम” से शुरू होती है, दक्षिण दिशा की ओर मुहूर्ती है। यह पथरमुण्डा और तेलीसिंधा सड़क की पूर्वी सीमा के साथ पश्चिम दिशा की ओर मिलती है।

एन-ओ: रेखा—“एन” से ग्रांथ होती है, तेलीसिंधा और पथरमुण्डा ग्राम सड़क को पार करने के बाद रेखा प्लाट सं. 355 की पूर्वी सीमा के साथ आशिक रूप से होकर दक्षिण दिशा की ओर मुहूर्ती है। इसके बाद प्लाट सं. 355 की दक्षिण सीमा के साथ पश्चिम दिशा की ओर मुहूर्ती है और प्लाट सं. 3271 की पूर्वी सीमा के साथ दक्षिण की तरफ जाती है। इसके बाद यह इसी प्लाट की दक्षिणी सीमा के साथ पश्चिम की ओर जाती है और इसी प्लाट की पश्चिमी सीमा के साथ उत्तर की ओर मुहूर्ती है। यह रेखा प्लाट सं. 341 की पश्चिमी सीमा, प्लाट सं. 340 की पूर्वी सीमा के साथ आशिक रूप से, प्लाट सं. 337, 336 की पूर्वी सीमा, 334 की पूर्व एवं दक्षिणी सीमा, 3234, 3293 की दक्षिणी सीमा के साथ पश्चिम दिशा की ओर बढ़कर प्लाट सं. 3293 के दक्षिण-पश्चिम कोने को छूती हुई बिंदु—“ओ” पर मिलती है।

ओ-पी: रेखा बिंदु—“ओ” से ग्रांथ होती है। प्लाट सं. 3293 की पश्चिम-उत्तर सीमा के साथ चलती हुई 327, 326 की उत्तरी सीमा, 325, 324, 323 की पश्चिमी सीमा, 322, 321 की दक्षिण-पश्चिम सीमा, 3188, 270, 271, 272 की दक्षिणी सीमा, 284, 286 की पूर्वी सीमा, 287, 288 की उत्तर-पूर्वी सीमा, 2357 की पूर्व-दक्षिणी सीमा, 300, 301 की पूर्वी सीमा, 301 की दक्षिण-पश्चिम सीमा, 299, 298, 297, 296, 295, 293, 291, 289 की पश्चिमी सीमा और 3263 की दक्षिण तथा आशिक पश्चिमी सीमा, 3286 की दक्षिणी सीमा, 3286, 3275 की पश्चिमी सीमा, 3191 की दक्षिण-पश्चिम सीमा के साथ चलती है इसके बाद रेखा पश्चिम की ओर मुहूर्ती है और 3196 की दक्षिणी सीमा, 137 की दक्षिण-पश्चिमी सीमा के साथ चलती है इसके बाद रेखा दक्षिण दिशा की ओर मुहूर्ती है और किनाह से जरबा तक जाने वाली ग्राम सड़क की पूर्वी सीमा के साथ चलती हुई प्लाट सं. 61 के उत्तरी कोने तक जाती है। इसके बाद यह दक्षिण दिशा की ओर चलती हुई प्लाट सं. 3266 की दक्षिण-पश्चिम सीमा से होकर प्लाट सं. 120 की आशिक दक्षिणी सीमा से होती हुई बिंदु—“पी” तक पहुंचती है।

पी-क्यू: रेखा बिंदु—“पी” से ग्रांथ होती है जो पथरमुण्डा ग्राम की प्लाट सं. 93 के उत्तर-पूर्वी कोने पर स्थित है। यह प्लाट सं. 93, 94 की पूर्वी सीमा, प्लाट सं. 105 की उत्तर-पूर्वी और आशिक पश्चिमी सीमा, प्लाट सं. 106, 119, 118, 116 की पूर्वी सीमा से होकर जाती है एवं तेलीसिंधा एवं पथरमुण्डा ग्राम की साझा सीमा को छूती हुई इसके साथ चलती है। यह रेखा बाई जंक्शन पीलर को पार करने के बाद प्लाट सं. 3294 को आशिक रूप से पार करती है एवं प्लाट सं. 3294 की उत्तरी सीमा को आशिक रूप से छूती हुई प्लाट सं. 3291 की उत्तरी एवं पूर्वी सीमा के साथ चलती है। पुनः रेखा तेलीसिंधा एवं पथरमुण्डा गाँवों की साझा सीमा के साथ चलती है। बाई जंक्शन पीलर को पार करने के बाद रेखा प्लाट सं. 322 की पश्चिमी सीमा से साथ-साथ उन्हीं ग्रामों की साझा सीमा तक जाती है। रेखा गाँव की सीमा के साथ पूर्वी दिशा की ओर चलती हुई बिंदु—“क्यू” तक पहुंचती है।

क्यू-आर: रेखा तेलीसिंधा ग्राम की प्लाट सं. 710 के उत्तर-पूर्व कोने पर स्थित बिंदु—“क्यू” से ग्रांथ होती है। इसके बाद रेखा प्लाट सं. 3123, 3124, 3128, 3129, 3144 की पश्चिमी सीमा के साथ चलकर 3145 की पश्चिमी एवं दक्षिणी सीमा, 3146, 3147 की दक्षिणी सीमा, 3151 की पश्चिमी सीमा, 3152 की पश्चिम और दक्षिण तरफ से तेलीसिंधा और पथरमुण्डा ग्राम की साझा सीमा पर बाई जंक्शन पीलर तक पहुंचती है। इसके बाद रेखा तेलीसिंधा गाँव में प्रवेश करती है एवं प्लाट सं. 771 के दक्षिण-पश्चिम में बिंदु—“आर” तक जाती है।

आर-एस: रेखा बिंदु—“आर” से ग्रांथ होती है जो प्लाट सं. 772 के उत्तर-पश्चिम कोने पर तेलीसिंधा गाँव के उत्तर-पूर्व तरफ से चलती हुई बिंदु—“एस” तक जाती है।

एस-टी: रेखा बिंदु—“एस” से ग्रांथ होती है जो तेलीसिंधा, आपाल और बिजीगोल गाँवों के द्वाई जंक्शन पीलर पर स्थित है। इसके बाद रेखा तेलीसिंधा और बिजीगोल ग्राम की साझा सीमा के साथ चलती हुई उत्तर-पश्चिम दिशा की ओर बढ़कर तेलीसिंधा, सोधाबंधा और बिजीगोल गाँवों के द्वाई जंक्शन पीलर तक जाती है। पुनः यह रेखा उत्तर दिशा की ओर मुहूर्ती है और पथरमुण्डा और लोधाबंधा गाँवों की साझा सीमा से होती हुई बिंदु—“टी” तक जाती है।

टी-यू: रेखा बिंदु—“टी” से ग्रांथ होती है जो पथरमुण्डा गाँव की प्लाट सं. 2849 के उत्तर-पूर्वी कोने पर स्थित है। पुनः यह रेखा प्लाट सं. 2849, 2848, 2854 और 2855 की उत्तरी सीमा के साथ चलती है। इसके बाद यह उत्तर-पूर्व दिशा की ओर मुहूर्ती है और प्लाट सं. 2844 सड़क के पूर्वी किनाह से होकर जाती है। इसके बाद यह प्लाट सं. 2737, 2736, 2739, 2741 और 2805 की पूर्वी सीमा से होकर जाती है। यह रेखा प्लाट सं. 2805, 2801, 2800, 2790, 2791 की उत्तरी सीमा के साथ पश्चिम दिशा की ओर चलती हुई पथरमुण्डा बस्ती में प्रवेश करती है और प्लाट सं. 1821, 1818 की उत्तरी सीमा के साथ चलती है। इसके बाद प्लाट सं. 1813 की पश्चिमी सीमा, 1813 की उत्तरी सीमा, 1548 पूर्वी सीमा और 1548, 1547, 1546, 1545 की उत्तरी सीमा से होकर गुजरती है और दक्षिण दिशा की ओर प्लाट सं. 1545 की पश्चिमी सीमा के साथ चलती है। पुनः यह पश्चिम दिशा की ओर प्लाट सं. 1560 के उत्तर-पश्चिम कोने तथा 3256, 1562, 1541 की उत्तरी सीमा के साथ

मुहूर्त है। पुनः यह दक्षिण दिशा की ओर प्लाट सं. 1540 की पूर्णी सीमा और 1539, 1537, 1533 की उत्तरी सीमा के साथ चलती है। इसके बाद यह रेखा उत्तर दिशा की ओर पुढ़ती है एवं 1525 के पूर्णी किनारे के साथ 1526, 1522, 1514 की उत्तरी सीमा एवं 1513 के अंश के साथ चलती है। इसके बाद यह 1295 की पूर्णी सीमा 1295 की उत्तरी सीमा, 1295 की आशिक परिचयी सीमा से होकर गुजरती है। पुनः यह प्लाट सं. 3250 की उत्तरी सीमा को पार करती है एवं 1354 की सीमा को आशिक छोड़ती है। इसके बाद रेखा उत्तरी दिशा की ओर प्लाट सं. 1353, 1323, 1322 के पूर्णी किनारे के साथ चलती है। इसके बाद यह प्लाट सं. 1322 की उत्तरी सीमा, 1320 की उत्तर-पूर्व, 1319 की उत्तरी, 1319 की आशिक परिचयी सीमा, 1317, 1316, 1315 की उत्तरी सीमा से होकर गाँव की सहक को छोड़ती है। इस सहक को पार करने के बाद रेखा प्लाट सं. 603, 602 की पूर्णी सीमा, 602 की परिचयी, 515 की पूर्व-उत्तर सीमा से होकर गुजरती है। पुनः यह प्लाट सं. 517 की आशिक परिचय, 518 की दक्षिण, 519 की आशिक पूर्व, 519 की दक्षिण, 519 की परिचय से होकर गुजरती है। इसके बाद यह 521, 522, 523 की दक्षिण-परिचय से होकर गुजरती है। पुनः यह रेखा 523 की परिचय, 523 के उत्तर से होकर गुजरती है। इसके बाद यह 524 की उत्तरी सीमा, 525 के पूर्व 525, 526 को उत्तर, 527 के पूर्व, 3242, 530 के उत्तर, 530 के परिचय से होकर गुजरती है। इसके बाद यह 534 के उत्तर, 535, के पूर्व 535, 468 के उत्तर से होकर गुजरती है। इसके बाद यह रेखा 3341 के आशिक पूर्णी थांग, 3341 के उत्तर, 3341 के परिचय, 3225 के दक्षिण के साथ उत्तर की ओर मुड़ती है। इसके बाद यह रेखा कनिहा और पधरमुण्डा की साझा सीमा को छोड़ती है और उत्तर की ओर मुड़ती है एवं उसी गाँव की सीमा के साथ बढ़ती हुई कनिहा बस्ती के बाई-जंक्शन पीलर तक जाती है। इसके बाद यह रेखा कनिहा बस्ती की दक्षिण सीमा के साथ बढ़ती हुई कनिहा-जंक्शन ग्राम सहक प्लाट सं. 1148 के बिंदु-“यू” को छोड़ती है।

यू- वी : रेखा बिंदु - “यू” से प्रारंभ होती है एवं उत्तर दिशा की ओर मुड़ती है, कनिहा बस्ती सीमा के परिचयी किनारे के साथ आगे बढ़ते हुए प्लाट सं. 627 के पूर्व कोने तक जाती है जो बिंदु - “वी” है।

वी-दक्ष्य : रेखा बिंदु - “वी” से प्रारंभ होती है एवं प्लाट सं. 627, 625, 624 और 623 की उत्तरी सीमा से होकर गुजरती है, इसके बाद यह प्लाट सं. 635, 636 की परिचयी सीमा, 638, 640, 641, 642, 644, 646, 647 की उत्तरी सीमा एवं 648 से आशिक रूप से गुजरती है। इसके बाद यह 648, 650, 651, 653, 654, 1650 की परिचयी सीमा, 742 की उत्तरी सीमा, 743 की उत्तर-पूर्णी, 750, 751 के आशिक उत्तर, 752 के पूर्व, 752 के उत्तर 772 के आशिक परिचय से होती हुई पुनः यह रेखा 753, 754, 755, 770, 771, 772, 773 की उत्तरी सीमा, 773, 768 की परिचयी सीमा एवं 1784 की आशिक उत्तर-परिचय सीमा से होकर गुजरती है।

इसके बाद यह 777 के उत्तर, 777 के परिचय, 779 के उत्तर से होकर गुजरती है। इसके बाद यह रेखा परिचय दिशा की ओर मुड़कर प्लाट सं. 792, 858, 857 की उत्तरी सीमा और 857 के आशिक परिचय, 839 के उत्तर, 839 के परिचयी किनारे के साथ चलती है। इसके बाद यह प्लाट सं. 856 की आशिक परिचयी सीमा, 852, 856 के परिचय, 856 की उत्तर-परिचयी सीमा के साथ गुजरती है। इसके बाद यह रेखा पूर्व दिशा की ओर मुड़कर प्लाट सं. 856 की परिचय सीमा, 865, 866 की दक्षिणी सीमा, प्लाट सं. 869 की परिचयी सीमा, 868 की दक्षिणी सीमा के साथ चलती है। इसके बाद यह रेखा दक्षिण दिशा की ओर मुड़कर 869 की आशिक परिचयी सीमा के साथ चलती हुई सहक के उत्तरी किनारे तक पहुँचती है और परिचय दिशा की ओर मुड़ती है और इसी सहक के उत्तरी किनारे के साथ बढ़ती हुई गोहीरामण्डा आरएफ और कनिहा गाँव के बाई-जंक्शन पीलर के बिंदु “दक्ष्य” तक जाती है।

दक्ष्य-एस : पुनः यह रेखा दक्षिण दिशा की ओर कनिहा गाँव और गोहीरामण्डा आरएफ की साझा सीमा के साथ चलती हुई इसी गाँव के बाई-जंक्शन पीलर को छोड़ती है तथा बिंदु - “एस” पर निलंबित है।

ब्लॉक वी का सीमा विवरण :

के-जे : रेखा बिंदु - “के” से प्रारंभ होती है जो जयपुर एवं कंसमुण्डा गाँव तथा प्लाट सं. 280 एवं 4003 की साझा सीमा पर स्थित है। इसके बाद यह परिचय दिशा की ओर उसी साझा ग्राम सीमा के साथ बढ़ती हुई कंसमुण्डा गाँव की प्लाट सं. 3894 के दक्षिण-परिचय कोने के बिंदु - “जे” को छोड़ती है।

जे-आई : रेखा बिंदु - “जे” से प्रारंभ होती है जो उत्तर दिशा की ओर मुड़ जाती है। रेखा कंसमुण्डा गाँव में प्रवेश करती है और प्लाट सं. 3894, 3886, 3885, 3881, 3880, 3879, 3874 की परिचयी सीमा को छोड़ी हुई नासा तक जाती है। इसके बाद यह दक्षिण-परिचय दिशा की ओर मुड़ती है और उसी नासे के दक्षिणी किनारे के साथ आगे बढ़ती है। इसके बाद यह उत्तर दिशा की ओर मुड़ती है और उत्तर-परिचय सं. 3915, 3928, 3688, 4510, 4511, 4512 की परिचयी सीमा के साथ चलती हुई प्लाट सं. 3615 के दक्षिण-परिचय कोने तक पहुँचती है। इसके बाद यह रेखा उत्तर-परिचय दिशा की ओर मुड़ती है और प्लाट सं. 4515 की परिचयी सीमा के साथ छोड़कर गुजरती है। इसके बाद यह उत्तर दिशा की ओर मुड़ती है और सहक पार करती हुई प्लाट सं. 1959 की परिचयी सीमा के साथ आगे बढ़ती हुई प्लाट सं. 1959 के उत्तर-परिचय कोने तक जाती है। इसके बाद यही रेखा पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 1959 की उत्तरी सीमा से होकर गुजरती हुई प्लाट सं. 1957 के परिचयी कोने तक जाती है। पुनः यह रेखा उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 1957, 1962, 1963, 1887, 1828 की परिचयी सीमा के साथ चलती हुई कंसमुण्डा ग्राम की सहक के छोड़ती है। पुनः यह रेखा उत्तर-परिचय दिशा की ओर मुड़ती है और इसी सहक के दक्षिण किनारे के साथ आगे बढ़ती है। इसके बाद यह रेखा उत्तर दिशा की ओर मुड़ती है और इसी सहक को पार करती है और सहक की छोड़त कासी है। इसके बाद यह रेखा पूर्व की ओर मुड़ती है और प्लाट सं. 1827 के उत्तरी किनारे से होकर गुजरती है। इसके बाद यह उत्तर दिशा की ओर मुड़ती है और प्लाट सं. 1823, 1824 के परिचयी किनारे से होती हुई बिंदु - “आई” तक पहुँचती है जो प्लाट सं. 1824 एवं 1814 की साझा उत्तर-परिचय सीमा पर स्थित है।

जाई-एच: रेखा बिंदु - "अहं" से प्रारंभ होती है और पूर्व की तरफ चलते हुए प्लाट सं. 1817 के दक्षिण-पूर्व कोने तक जाती है। पुनः यह ऊपर दिशा में मुड़ती है और प्लाट सं. 1817 की पूर्वी सीमा के साथ चलती हुई प्लाट सं. 1818 तक पहुँचती है। पुनः यह रेखा पूर्व की ओर लग्त थं. 1822, 1821 की पूर्वी सीमा के साथ चलती हुई प्लाट सं. 1785 के दक्षिण-पूर्व कोने तक जाती है। इसके बाद रेखा ऊपर दिशा की ओर मुड़ती है और प्लाट सं. 1782 की परिवर्ती सीमा से होकर गुजरती हुई प्लाट सं. 1782 के डलर-पश्चिम कोने तक जाती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 1782, 1781, 1780 के उत्तरी किनार से होकर गुजरती है और इसके बाद यह ऊपर दिशा की ओर मुड़ती है और 1777 की आंशिक सीमा के साथ चलती हुई 1777 के डलर-पश्चिम कोने तक जाती है पुनः यह रेखा ऊपर-पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 1777, 4698, 1775, 4701, 1773 की ऊपरी सीमा के साथ चलती हुई यह दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 1773 की पूर्वी सीमा के साथ चलती हुई बिंदु-“एच” पर पहुँचती है।

एवं -के: रेखा बिंदु -“एष” से प्रारंभ होती है और दक्षिण दिशा की ओर मुड़कर प्लाट सं. 4708 की परिचमी सीमा के साथ चलती हुई कंसमुण्डा ग्राम सड़क को छूती है। इसके बाद यह प्लाट सं. 1759 की आशिक उत्तरी सीमा से तथा प्लाट सं. 1759 से होकर गुजरती है। इसके बाद यह प्लाट सं. 1682 तथा 1757 की उत्तरी एवं आशिक परिचमी सीमा के साथ प्लाट सं. 1751 की उत्तरी एवं परिचमी सीमा, प्लाट सं. 1752 की आशिक परिचमी सीमा प्लाट सं. 1754 की उत्तरी एवं परिचमी सीमा, प्लाट सं. 1741 की उत्तरी सीमा, प्लाट सं. 1740 की उत्तरी एवं आशिक परिचमी सीमा, प्लाट सं. 1737 की वर्तारी और परिचमी सीमा, प्लाट सं. 1706 की आशिक परिचमी सीमा, प्लाट सं. 4412 की उत्तरी एवं परिचमी सीमा प्लाट सं. 1707 की परिचमी सीमा, प्लाट सं. 1713 की आशिक उत्तरी सीमा, प्लाट सं. 1726 की उत्तरी एवं परिचमी सीमा, प्लाट सं. 1721 की आशिक उत्तरी एवं परिचमी सीमा, प्लाट सं. 4377 की परिचमी सीमा, प्लाट सं. 4839 की उत्तरी एवं परिचमी सीमा, प्लाट सं. 1974 की आशिक उत्तरी सीमा और प्लाट सं. 1974 से होकर गुजरती है। इसके बाद यह प्लाट सं. 4060 की उत्तरी एवं आशिक परिचमी सीमा के साथ, प्लाट सं. 3962 की आशिक उत्तरी सीमा के साथ गुजरती है। प्लाट सं. 3963 की पूर्वी-उत्तरी एवं परिचमी सीमा प्लाट सं. 3962 की आशिक परिचमी सीमा, प्लाट सं. 4615 की परिचमी सीमा एवं प्लाट सं. 4615 तथा 4055 की आशिक परिचमी सीमा प्लाट सं. 4047 एवं 4046 की उत्तरी सीमा प्लाट सं. 4045 की उत्तरी परिचमी और दक्षिणी सीमा और प्लाट सं. 4050 की आशिक परिचमी सीमा, इसके बाद रेखा प्लाट सं. 4038 की उत्तरी और परिचमी सीमा के साथ प्लाट सं. 4036 की आशिक परिचमी सीमा, प्लाट सं. 4024, 4026 की उत्तरी और परिचमी सीमा, 4017, 4013, 4011, 4005 एवं 4004 की परिचमी सीमा से चलती हुई कंसमुण्डा एवं जयपुर गांव की साझा सीमा के बिंदु -“के” पर गिरती है।

### क्लाइंक सी का सीमा विवरणः

ए-बी: रेखा बिंदु- "ए" से प्रारंभ होती है जो जमानिया, अद्वैत प्रसाद और मालापसी गाँधी के द्वाई जंक्शन प्रौद्योगिकी इसके बाद दक्षिण की तरफ मुहकर मालापसी एवं जमानिया गाँधी की साझा सीमा के साथ आगे बढ़ती है। इसके बाद यह रेखा दक्षिण-पूर्व दिशा की ओर गुन्हारिनाली और जमानिय गाँधी की साझा सीमा के साथ जलती हुई जमानिया गाँधी की प्लाट सं. 399 की परिचमी सीमा को छूती है। इसके बाद यह प्लाट सं. 485 की उत्तर-परिचम सीमा से होकर गुन्हारिनाली गाँधी में प्रवेश करती है। इसके बाद यह दक्षिण-पूर्व दिशा की ओर इसी प्लाट की सीमा के साथ मुड़ती है। इस बिंदु को छूते के बाद यह प्लाट सं. 486 की दक्षिणी-परिचमी सीमा की तरफ मुड़ती है। पुनः यह इस प्लाट की सीमा के साथ दक्षिण-पूर्व दिशा की ओर मुड़ती है। इसके बाद यह रेखा दक्षिण-परिचम की ओर चलती है और प्लाट सं. 973 की परिचमी सीमा तथा 972 की उत्तरी सीमा के साथ आगे बढ़ती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 1070 की दक्षिणी सीमा से होकर गुबरती है। इसके बाद यह रेखा दक्षिणी सीमा से होकर गुबरती है। इसके बाद यह रेखा दक्षिण की ओर प्रारंभ होती है और प्लाट सं. 1074 और 1075 की परिचमी सीमा से गुजरती है। पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 1075 एवं 1838 की दक्षिणी सीमा के साथ आगे बढ़ती है। प्लाट सं. 1838 एवं 1059 के साझा बिंदु को स्पर्श करने के बाद यह पूर्व की ओर मुहकर प्लाट सं. 1059 की दक्षिणी सीमा के साथ आगे बढ़ती हुई गाँधी की सड़क को छूती है। इसके बाद पुनः यह दक्षिण दिशा की ओर मुड़ती है और इसी सड़क के परिचमी किनारे के साथ होती हुई सड़क के अंतिम छोर तक जाती है और पूर्व की तरफ मुड़ती है तथा इसकी चौड़ाई से होकर गुबरती है। यह रेखा उत्तर-परिचम दिशा की ओर इसी सड़क के पूर्वी किनारे के साथ आगे बढ़ती हुई प्लाट सं. 1796 के उत्तर-परिचम कोने तक पहुंचती है। इसके बाद यह पूर्व दिशा की ओर मुहकर प्लाट सं. 1795 की दक्षिण सीमा के साथ बढ़ती हुई प्लाट सं. 1795 एवं 1796 के पूर्व के साझा बिंदु तक जाती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 1796 एवं 1797 की पूर्वी सीमा के साथ आगे बढ़ती है एवं इसके बाद यह परिचम दिशा की ओर मुहकर प्लाट सं. 1797 एवं 1798 की पूर्वी साझा सीमा तक जाती है। इसके बाद यह दक्षिण दिशा की ओर आगे छूती है और प्लाट सं. 1798 के पूर्वी किनारे के साथ आगे बढ़ती और यह परिचम दिशा की ओर मुहकर इसी प्लाट की दक्षिणी सीमा के साथ प्लाट सं. 1798 एवं 1800 के साझा बिंदु तक जाती है और प्लाट सं. 1800 की आंतिक पूर्वी सीमा के साथ बढ़ती हुई बिंदु- "बी" तक जाती है।

बी-सी : रेखा बिंदु-“बी” से प्रसंग होती है जो गुन्हारिनाली गाँव की प्लाट सं. 1054 के दक्षिण-पश्चिम किनारे के साझा बिंदु पर स्थित है। इसके बाद रेखा प्लाट सं. 1054 की दक्षिणी सीमा से होकर गुजरती हुई गुन्हारिनाली एवं छोलिया गाँव की साझा सीमा तक पहुँचती है और छोलिया गाँव की प्लाट सं. 1826 की दक्षिणी सीमा के साथ छोलिया गाँव में प्रवेश करती है। इसके बाद यह डालतर दिशा की ओर मुड़ती हुई इसी प्लाट की पूर्वी सीमा के साथ बढ़ती हुई प्लाट सं. 1708 एवं 1826 के साझा बिंदु तक जाती है। इसके बाद यह प्लाट सं. 1708, 1620 एवं 21 की दक्षिणी सीमा से होती हुई 21 एवं 46 के साझा बिंदु तक जाती है। पुनः यह दक्षिण दिशा की ओर मुड़कर प्लाट सं. 46, 47 के पश्चिमी किनारे और 47 के दक्षिणी छांग के साथ चलती हुई प्लाट सं. 47 एवं 48 के साझा बिंदु तक जाती है।

इसके बाद यह- दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 61, 63, 64 एवं 74 की दक्षिणी सीमा के साथ चलती हुई प्लाट सं. 74 एवं 75 के साथ बिंदु तक जाती है। पुनः यह रेखा पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 74 की दक्षिण सीमा के साथ चलती है इसके बाद यह-दक्षिण पूर्व दिशा की ओर मुड़कर प्लाट सं. 1769 के पश्चिमी किनारे के साथ चलती हुई पुनः यह उत्तर-पूर्व दिशा की ओर आगे बढ़ती है और प्लाट सं. 1769 की दक्षिणी सीमा के साथ आगे बढ़ती हुई प्लाट सं. 139 के दक्षिणी किनारे तक जाती है। पुनः यह दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 139, 137 के दक्षिणी किनारे के साथ बढ़ती हुई प्लाट सं. 135 के प्रारंभिक बिंदु तक जाती है।

प्लाट सं. 137 की छोड़ाई को प्लाट करने के बाद रेखा उत्तर-पश्चिम दिशा की ओर प्लाट सं. 137 के आंशिक पूर्वी ओर के साथ मुड़ती है और प्लाट सं. 137 एवं 248 के साथ बिंदु को छोड़ती है। पुनः यह उत्तर दिशा की ओर मुड़ती है और प्लाट सं. 274 तक फूटती है पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 274, 1690, 376, 1662, 1473, 590, 545 एवं 543 की दक्षिणी सीमा के साथ आगे बढ़ती है और प्लाट सं. 543 के दक्षिणी कोने को छोड़ती है। पुनः यह उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 483 की पश्चिमी सीमा के साथ आगे बढ़ती है और पूर्व दिशा की ओर मुड़ती है एवं 542, 541, 501, 502, 504, 480, 441, 436, 420, 421, 422 की दक्षिणी सीमा के साथ आगे बढ़ती हुई छोलिया ग्राम सड़क तक जाती है पुनः यह रेखा उत्तर दिशा की ओर मुड़ती है और इसी सड़क के आंशिक पश्चिमी किनारे के साथ आगे बढ़ती हुई प्लाट सं. 995 और सड़क के साथ बिंदु तक जाती है। इसके बाद यह पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 1199 के दक्षिणी कोने तक जाती है।

पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 1199, 1200 एवं 1483 के पश्चिमी किनारे से होकर गुजरती हुई प्लाट सं. 1483 के दक्षिण-पश्चिम कोने तक जाती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और 1483, 1484, 1201, 202, 1203 के दक्षिणी किनारे से होकर गुजरती है तथा 1363, 1207, 1364, 1681 की दक्षिणी सीमा तथा 1485, 1232, 1233, 1530, 1531, 1697, 1696, 1695, 1694, 1693, 1470, 1678, 1687, 1186 एवं 1184 के आंशिक पूर्व से होकर गुजरती है और पूर्व-यह दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लाट सं. 1318, 1319, 1320, 1321, 1322 एवं 1327 के पूर्वी किनारे के साथ बढ़ती हुई बिंदु- “सी” तक जाती है जो छोलिया, कथारमुण्डा और बड़ाडिविड़ा के द्वारा बंजरसन पर स्थित है।

सी-डी : रेखा बिंदु- “सी” से प्रारंभ होती है और प्लाट सं. 1171 के पूर्वी किनारे के साथ उत्तर दिशा की ओर बढ़ती है जो छोलिया और कहारमुण्डा गांव की साझा सीमा है यह प्लाट सं. 1170 के पूर्वी कोने तक जाती है। पुनः यह रेखा उत्तर-पूर्व की ओर मुड़ती है और उत्तर-पश्चिम ग्रामीण सीमा से होकर गुजरती हुई छोलिया, कहारमुण्डा और कमरेई गांवों के द्वारा बंजरसन पीलर तक जाती है। इसके बाद यह रेखा उत्तर दिशा की तरफ छोलिया एवं मथारागढ़ी आर एफ से होकर जाती है। पुनः यह उत्तरी दिशा में छोलिया गांव एवं मथारागढ़ी आर एफ की साझी सीमा के साथ बढ़ती हुई बिंदु- “डी” को छोड़ती है जो कमरेई और मथारागढ़ी आर एफ की साझी सीमा के सुभावदार बिंदु पर स्थित है।

डी- ई : बिंदु- “डी” से रेखा प्रारंभ होती है और कमरेई और मथारागढ़ी आर एफ की साझी सीमा की पूर्व दिशा की ओर बढ़ती हुई बिंदु- “ई” तक जाती है जो उत्तरी आर एफ की पूर्वी सीमा का साझा बिंदु है।

ई- एफ : रेखा बिंदु- “ई” से प्रारंभ होती है। उत्तर पश्चिम दिशा की ओर मुड़ती है और कमरेई तथा मथारागढ़ी-आर एफ की साझी सीमा के साथ आगे बढ़ती हुई कमरेई गांव की प्लाट सं. 2550 के पश्चिमी कोने तक जाती है और पुनः यह उत्तर-पूर्व दिशा की ओर मुड़ती है और कमरेई और दादासिंधा की साझी सीमा से होकर गुजरती हुई तेलीसिंधा, कमरेई और दादासिंधा के द्वारा बंजरसन पीलर तक जाती है। इसके बाद यह उत्तर-पश्चिम ग्रामीण सीमा और दादासिंधा के बाईं बंजरसन पीलर तक जाती है। पुनः यह रेखा उत्तर दिशा की ओर मुड़ती है और दादासिंधा एवं तेलीसिंधा ग्राम की साझी सीमा से होती हुई तेलीसिंधा अग्रावपाल एवं दादासिंधा गांवों के द्वारा बंजरसन पीलर तक जाती है। पुनः यह उत्तरी दिशा में तेलीसिंधा ग्राम के बाद यह उत्तर-पश्चिम दिशा की ओर मुड़ती है और प्लाट सं. 837, 840 एवं 841 की उत्तरी सीमा के साथ आगे बढ़ती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 840 की पश्चिमी सीमा के साथ बढ़ती है।

इसके बाद यह प्लाट सं. 844, 868, 869 एवं 870 की उत्तरी सीमा के साथ उत्तर पश्चिम दिशा की ओर मुड़ती है। इसके बाद यह प्लाट सं. 870, 871, 874, 876 एवं 880 की उत्तरी सीमा के साथ दक्षिण-पश्चिम में मुड़ती है और प्लाट सं. 880 के दक्षिण-पश्चिम कोने तक जाती है। पुनः यह पश्चिमी दिशा की ओर मुड़ती है और प्लाट सं. 881 की आंशिक उत्तरी सीमा के साथ चलती हुई तेलीसिंधा ग्राम की सड़क की पूर्वी किनारे तक जाती है।

पुनः यह दक्षिण-पश्चिम दिशा की ओर मुड़ती है और इसी ग्राम सड़क के पूर्वी किनारे के साथ प्लाट सं. 2019 तक जाती है। पुनः यह रेखा दक्षिण-पश्चिम दिशा की ओर मुड़ती है और प्लाट सं. 2019, 2018, 2082, 2085 एवं 2087 की पश्चिमी सीमा के साथ चलती हुई प्लाट सं. 2085 के दक्षिण-पश्चिम कोने को छोड़ती है। पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर आगे बढ़ती है और 2085 की दक्षिणी सीमा के साथ चलती हुई प्लाट सं. 2085 की दक्षिण दिशा की ओर मुड़ती है। पुनः यह मुड़ती है और प्लाट सं. 2087 की पश्चिमी सीमा को छोड़ती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है।

पुनः यह दक्षिण-पश्चिम दिशा की ओर मुड़ती है और इसी ग्राम सड़क के पूर्वी किनारे के साथ प्लाट सं. 2019 तक जाती है। पुनः यह रेखा दक्षिण-पश्चिम दिशा की ओर मुड़ती है और प्लाट सं. 2019, 2018, 2082, 2085 एवं 2087 की पश्चिमी सीमा के साथ चलती हुई प्लाट सं. 2085 के दक्षिण-पश्चिम कोने को छोड़ती है। पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर आगे बढ़ती है और 2085 की दक्षिणी सीमा के साथ चलती हुई प्लाट सं. 2085 की दक्षिण दिशा की ओर मुड़ती है। पुनः यह मुड़ती है और प्लाट सं. 2087 की पश्चिमी सीमा को छोड़ती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है। और प्लाट सं. 1912 की आंशिक दक्षिणी सीमा

से होकर गुजरती हुई 1877 एवं 2208 के उत्तर साझा सीमा बिंदु को छोड़ी है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 1877 की पूर्वी सीमा के साथ बदलती हुई प्लाट सं. 1877 की दक्षिण-पूर्वी सीमा को छोड़ती है। पुनः यह पूर्वी दिशा की ओर मुड़ती है और प्लाट सं. 2631 की उत्तरी सीमा के साथ बदलती हुई प्लाट सं. 2631 एवं 2207 के साझा बिंदु तक जाती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 2231 के पूर्वी किनारे तथा 2218 की पश्चिमी सीमा के साथ बदलती हुई सहक तक जाती है। तेलीसिंधा ग्राम सहक को पार करने के बाद रेखा दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 2255 की पूर्वी सीमा के साथ चलती हुई बिंदु - "जी" तक पहुँचती है जो प्लाट सं. 2235, 2254 एवं 2257 के साझा बिंदु पर स्थित है।

जी- ए : रेखा बिंदु - "जी" से प्रारंभ होती है। तेलीसिंधा की ग्राम सहक को पार करने के बाद रेखा पश्चिम दिशा की ओर प्लाट सं. 2259 के उत्तरी किनारे के साथ चलती हुई इसी प्लाट की उत्तर परिचम कोने तक पहुँचती है। इसके बाद यह रेखा पश्चिम दिशा की ओर मुड़ती है और इसी प्लाट की आंशिक पश्चिमी सीमा के साथ चलती है। इसके बाद यह दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 2266 की उत्तरी सीमा के साथ चलती हुई प्लाट सं. 2269 को छोड़ी है। इसके बाद यह दक्षिण-पूर्वी सीमा के साथ चलती हुई परिचम की तरफ मुड़ती है और प्लाट सं. 1580 के उत्तर-पूर्व कोने तक जाती है। रेखा दक्षिण-परिचम दिशा की ओर मुड़ती हुई प्लाट सं. 1580 एवं 1581 की पूर्वी सीमा के साथ चलती हुई प्लाट सं. 1581 के दक्षिण-पूर्व कोने तक पहुँचती है। इसके बाद यह परिचम दिशा की ओर मुड़ती है और प्लाट सं. 1582, 1575, 1576, 1574, 1570 की उत्तरी सीमा के साथ चलती हुई सहक तक पहुँचती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और इसी सहक के पश्चिमी किनारे के साथ चलती हुई प्लाट सं. 1562 के दक्षिण कोने तक पहुँचती है। पुनः यह परिचम दिशा की ओर मुड़ती है और प्लाट सं. 1533, 1534, 1535, 1481, 1498 एवं 1497 की उत्तरी सीमा के साथ चलती हुई तेलीसिंधा और जरड़ा गांवों की साझा सीमा को छोड़ी है। पुनः यह उसी दिशा में आगे बढ़ने के बाद जरड़ा ग्राम की प्लाट सं. 3785, 3777, 3775, 3774, 3767, 3768 की उत्तरी सीमा के साथ जरड़ा ग्राम में प्रवेश करती है। इसके बाद यह 3768 की आंशिक पश्चिमी सीमा के साथ चलती हुई दक्षिण दिशा की ओर मुड़ती है और इसी प्लाट सं. 3768, एवं 3751 की साझा सीमा बिंदु तक जाती है। पुनः यह परिचम दिशा की ओर चलती है। और 3751, 3754 एवं 3969 की उत्तरी सीमा के साथ चलती हुई तालाब की पूर्वी किनारे को छोड़ी है। इसके बाद यह उत्तर दिशा की ओर मुड़ती है और प्लाट सं. 3748 (तालाब के तटवर्ध) की आंशिक पूर्वी सीमा के साथ चलती हुई इसी प्लाट के उत्तर-पूर्व कोने तक जाती है। पुनः यह रेखा पश्चिम की तरफ मुड़ती है और प्लाट सं. 3747 (तालाब) की उत्तरी सीमा के साथ चलती हुई प्लाट सं. 3746 के उत्तर-परिचम कोने तक पहुँचती है। इसके बाद यही रेखा दक्षिण दिशा की ओर मुड़ती हुई इसी प्लाट की आंशिक पश्चिमी सीमा को पार करती हुई 3968 के उत्तर-पूर्व कोने तक जाती है। पुनः यह परिचम दिशा की ओर मुड़ती है और जरड़ा बस्ती की दक्षिण सीमा के साथ चलती हुई प्लाट सं. 3313 के उत्तर-पूर्व कोने तक पहुँचती है। यह रेखा परिचम की तरफ मुड़ती है और प्लाट सं. 3313, 3311, 3309 एवं 3307 की उत्तरी सीमा के साथ चलती हुई प्लाट सं. 3306 के उत्तर-परिचम कोने तक पहुँचती है। पुनः यह रेखा उत्तर परिचम दिशा की ओर मुड़ती है और प्लाट सं. 3304, 3302, 3283, 3282, 3272 एवं 3271 की पश्चिमी सीमा के साथ आगे बढ़ती है।

पुनः यह रेखा प्लाट सं. 1709 की उत्तरी सीमा, 1631 की पूर्वी, 1632, 1631, 1633, 1635, 1625, 1622, 1621, 1643, 1646, 1649, 1650, 1604, 1600, 1601, 1681, 1682 एवं 1683 के साथ परिचम दिशा की ओर मुड़ती हुई जरड़ा और जमानिया ग्राम की साझी सीमा तक जाती है। इसके बाद रेखा उत्तर दिशा की ओर मुड़ती है और उसी गांव की सीमा के साथ जमानिया गांव के उत्तर-पूर्व कोने की प्लाट सं. 303 तक जाती है। इसके बाद यह रेखा उत्तर दिशा की ओर मुड़ती है और उसी गांव में उत्तर-परिचम दिशा की तरफ से प्रवेश करती है और प्लाट सं. 303, 302, 301, 300, 299 की उत्तरी सीमा के साथ आगे बढ़ती है। पुनः यह रेखा प्लाट सं. 298 की पूर्वी सीमा के साथ उत्तर दिशा की तरफ मुड़ती है इसके बाद यह परिचम दिशा में मुड़ती है और प्लाट सं. 298, 297, 509, 286, 283, 588 की उत्तरी सीमा के साथ आगे बढ़ती हुई प्लाट सं. 387 तक जाती है। इसके बाद यह रेखा उत्तर दिशा की ओर मुड़ती है और प्लाट सं. 276 की आंशिक पश्चिमी सीमा के साथ चलती हुई प्लाट सं. 238 एवं 276 के साझा कोने तक जाती है। इसके बाद यह रेखा उत्तर-परिचम दिशा की ओर मुड़ती है और प्लाट सं. 238 की उत्तरी सीमा के साथ आगे बढ़ती है। इसके बाद यह रेखा उत्तर दिशा की ओर मुड़ती है और इसी ग्राम सहक के दक्षिणी किनारे के साथ आगे बढ़ती हुई प्लाट सं. 60 तक जाती है। इसके बाद यह दक्षिण दिशा की ओर मुड़ती है और प्लाट सं. 60 की पश्चिमी सीमा के साथ आगे बढ़ती है और प्लाट सं. 59, 57, 591 की दक्षिणी सीमा के साथ आगे बढ़ती है। इसके बाद यही रेखा उत्तर दिशा की ओर मुड़ती है और 591 की आंशिक पश्चिमी सीमा के साथ आगे बढ़ती है। इसके बाद यह परिचम दिशा की ओर मुड़ती है और प्लाट सं. 51 के दक्षिण किनारे से होकर गुजरती है। पुनः यह उसी प्लाट की सीमा के साथ उत्तर दिशा की ओर मुड़ती है इसके बाद यह परिचम दिशा की ओर मुड़ती है और प्लाट सं. 53 की उत्तरी सीमा के साथ आगे बढ़ती हुई प्लाट सं. 50 एवं 53 की साझा कोने तक जाती है। पुनः पश्चिम दिशा की ओर मुड़ती है और प्लाट सं. 49 के दक्षिण-पूर्वी कोने तक जाती है। पुनः पश्चिम दिशा की ओर मुड़ती है और प्लाट सं. 49, 48, 43 एवं 42 की दक्षिणी सीमा के साथ आगे बढ़ती हुई प्लाट सं. 42 के दक्षिण-परिचम कोने तक जाती है। पुनः यह रेखा उत्तर दिशा की ओर मुड़ती है और मुड़ती है तथा प्लाट सं. 37 की पूर्वी सीमा बिंदु के साथ होती हुई प्लाट सं. 37 के उत्तर-पूर्वी कोने तक जाती है। इसके बाद यह परिचम दिशा की ओर मुड़ती है और प्लाट सं. 41, 40, 7, 39 की दक्षिणी सीमा के साथ आगे बढ़ती है। यही रेखा 39 की दक्षिणी सीमा, 29 की आंशिक पूर्वी, 29 की दक्षिणी, 29 की आंशिक पश्चिमी, 27 की दक्षिणी, 27 की आंशिक पश्चिमी, 26, 25 की दक्षिण, 25 की पश्चिमी सीमा के साथ चलती हुई सहक के किनारे को छोड़ती है और परिचम दिशा की ओर मुड़ती है और इसी सहक के दक्षिणी किनारे से होती हुई बिंदु - "ए" पर खत्म होती है।

## MINISTRY OF COAL

New Delhi, the 13th May, 2008

S. O. 1098.—Whereas by the notification of the Government of India in the Ministry of Coal, number S. O. 2406 dated the 20th June 2006 under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), published in Part-II, Section 3, sub-section (ii) of the Gazette of India dated the 24th June 2006, the Central Government gave notice of its intention to prospect for coal in 2794.94 acres (approximately) or 1131.53 hectares (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in the said land;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to acquire the land measuring 1907.61 acres (Approximately) or 772.00 hectares (approximately) in all rights as described in the schedule appended hereto.

1. The Plan bearing number MCL/SBP/DY.GM(L/R&R)2007/565 dated 15-02-2007 of the area covered by this notification may be inspected in the office of the Collector, Angul, (Orissa) or in the office of the Coal Controller, 1, Council House Street, Kolkata, or in the office of the Mahanadi Coalfields Limited (Land/R&R Deptt.), Jagriti Vihar, P.O.-Jagriti Vihar, Bura, Distt. Sambalpur (Orissa).

2. Attention is hereby invited to the provisions of Section 8 of the said Act, which provide as follows:

## Objection to acquisition

8(i)- Any person interested in land in respect of which a notification under Section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

## Explanation:

- (1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.
- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.
- (3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

## SCHEDULE

## TALCHER COALFIELD (LINGARAJ AREA)

## KANIHA OCP EXPN

## DISTRICT: ANGUL (ORISSA)

## ALL RIGHTS

(Plan No: MCL/SBP/Dy.GM(L/R&amp;R)/Kaniha-Expn/2007/565)

dated 15-02-2007)

| Block    | Sl. | Name of<br>No. | Thana/no.<br>Village | Tehsil/<br>Distt/State       | Land Classification in Acres |       |        | Total<br>Area in<br>acres | Remarks |
|----------|-----|----------------|----------------------|------------------------------|------------------------------|-------|--------|---------------------------|---------|
| 1        | 2   | 3              | 4                    | 5                            | 6                            | 7     | 8      | 9                         | 10      |
| <b>A</b> | 1.  | Kaniha         | Kaniha/60            | Talcher/<br>Angul/<br>Orissa | 51.54                        | 72.50 | 43.03  | <b>167.07</b>             | PART    |
|          | 2.  | Patharwunda    | Kaniha/91            | do-                          | 29.49                        | 23.50 | 170.71 | <b>383.7</b>              | PART    |
|          | 3.  | Telisingha     | Kaniha/90            | do-                          |                              |       | 25.84  | <b>25.84</b>              | PART    |
| <b>B</b> | 4.  | Kansamundat    | Kaniha/67            | do-                          | 57.66                        | 13.66 | 0.41   | <b>71.73</b>              | PART    |
|          | 5.  | Gandurinali    | Kaniha/88            | do-                          | 17.91                        | 35.29 | 10.41  | <b>63.61</b>              | PART    |

| 1     | 2   | 3              | 4          | 5    | 6      | 7      | 8      | 9  | 10   |
|-------|-----|----------------|------------|------|--------|--------|--------|--|------|
| C     | 6.  | Jarada         | Kaniha/89  | -do- | 125.89 | 42.95  | 112.99 | 281.83   | PART |
|       | 7.  | Telisingha     | Kaniha/90  | -do- | 104.07 | 62.93  | 63.73  | 230.73   | PART |
|       | 8.  | Matharagadi-RF | Kaniha     | -do- | -      | -      | 115.96 | 115.96   | FULL |
|       | 9.  | Iamaria        | Kaniha/96  | -do- | 66.45  | 14.35  | 6.75   | 87.55  | PART |
|       | 10. | Chhetia        | Kaniha/108 | -do- | 252.55 | 103.51 | 123.53 | 479.59   | PART |
| Total |     |                |            |      | 865.56 | 368.69 | 673.36 | 1907.61 acres<br>(Approximately) or<br>772.00 Ha.<br>(approximately) |      |

**BLOCK—A****01. Plot number to be acquired in village Kaniha (Part)**

444, 617, 623, to 651, 653, to 774, 777, 779 to 792, 839, 856 to 866, 869, to 964, 982 to 1007, 1022 to 1025, 1147, 1148, 1529 to 1594, 1600 to 1640, 929/1649, 932/1656, 735/1659, 733/1660, 1638/1681, 1542/1684, 715/1688, 998/1714, 999/1715, 702/1718, 703/1719, 704/1720, 864/1729, 665/1732, 893/1739, 876/1742, 753/1746, 741/1751, 921/1752, 1539/1758, 1602/1765, 739/1767, 962/1768, 890/1769, 883/1773, 889/1774, 950/1778, 696/1783, 768/1784, 1636/1787.

**02. Plot number to be acquired in village Patharmunda (Part)**

120 to 129, 138 to 141, 302, 353, 354, 453 to 469, 515, 519, 524 to 579, 584, 586, 588 to 601, 1295, 1315 to 1334, 1336 to 1526, 1533 to 1539, 1541, 1545 to 1811, 1813 to 2791, 2800, 2801, 2805, 2844, 2848 to 3153, 2533/3154, 2533/3155, 2533/3156, 2533/3157, 2524/3158, 604/3159, 2449/3160, 2248/3161, 2230/3162, 2229/3163, 2228/3164, 2222/3165, 604/3166, 604/3167, 604/3169, 604/3170, 604/3171, 604/3172, 604/3173, 604/3174, 604/3175, 604/3176, 604/3177, 604/3178, 604/3179, 604/3180, 604/3181, 604/3182, 604/3183, 604/3184, 2287/3186, 1679/3187, 939/3192, 939/3193, 2838/3194, 2845/3195, 1293/197, 302/3198, 1211/3199, 2154/3203, 3058/3204, 518/3205, 564/3207, 596/3208, 2552/3215, 573/3217, 584/3218, 577/3219, 2559/3223, 496/3225, 2533/3227, 2533/3228, 3136/3229, 138/3232, 591/3236, 141/3237, 2533/3240, 561/3241, 527/3242, 2859/3243, 2862/3244, 2853/3245, 545/3247, 1295/3250, 3109/3254, 1561/3256, 604/3261, 604/3262, 129/3264, 120/3266, 120/3267, 604/3268, 604/3269, 140/3270, 129/3272, 604/3273, 120/3276, 3060/3278, 589/3284, 129/3285, 604/3289, 573/3295, 1416/3296, 1416/3296, 2924/3302, 2927/3303, 2033/3304, 1478/3317, 1478/3318, 1745/3319, 2139/3320, 2139/3321, 1319/3326, 2028/3327, 2284/3329, 1352/3336, 2119/3337, 2099/3338, 2955/3339, 594/3341, 469/3341, 120/3342, 120/3343, 2924/3344, 1843/3345, 1879/3346, 1667/3347, 3169/3369, 3294/3370, 3294/3371, 3294/3372, 3294/3373, 3294/3374, 541/3381, 3264/3387, 1562/3388, 541/3389, 541/3390, 604/3391, 604/3399, 2878/3400, 2878/3401, 541/3404, 1301/3447.

**03. Plot number to be acquired in village Telisingha (Part) Plot no:- 771****BLOCK—B****04. Plot number to be acquired in village Kansamunda (Part)**

1724, 1725, 1727 to 1736, 1746 to 1750, 1758, 1759, 1773 to 1777, 1780 to 1782, 1821 to 1824, 1827 to 1912, 1916, to 1923, 1934 to 1959, 1962, 1963, 3550, 3688 to 3714, 3874, 3879 to 3881, 3885, 3886, 3894 to 3915, 3928 to 3961, 3964 to 4003, 4014 to 4016, 4039 to 4044, 3943/4360, 3958/4394, 1953/4415, 1886/4471, 1962/4492, 3690/4510, 3690/4511, 3690/4512, 3696/4513, 3695/4514, 3695/4515, 3897/4525, 3897/4526, 1842/4596, 3900/4612, 4339/4630, 3958/4637, 3958/4638, 3886/4640, 3690/4655, 1775/4698, 1775/4699, 1775/4700, 1775/4701, 1776/4702, 1776/4703, 1776/4704, 1774/4705, 1774/4706, 1774/4707, 3939/4780, 3940/4781, 1726/4840, 3957/4845, 4615/4889, 1852/4984, 1750/4985, 1750/4986, 1750/4987.

**BLOCK—C****05. Plot number to be acquired in village Goudurinali (Part)**

485, 486, 972 to 1054, 1059 to 1064, 1066 to 1068, 1070 to 1075, 1030/1686, 1041/1687, 1053/1709, 1053/1795, 1053/1799, 1071/1837.

**06. Plot number to be acquired in village Jarada (Part)**

1600 to 1604, 1621, 1622, 1625, 1631 to 1708, 1709 (P), 3305 to 3307, 3309 to 3742, 3746 to 3748, 3751 to 3768, 3774, 3775, 3777 to 3805, 3641/3807, 3729/3808, 3789/3810, 3601/3813, 3670/3814, 3724/3816, 3724/3817, 3612/3818, 3637/3820, 3637/3821, 3746/3824, 3747/3825, 3700/3827, 3641/3829, 3660/3836, 3789/3840, 3437/3844, 3666/3846, 3782/3847, 3626/3849, 3677/3850, 3639/3854, 3669/3858, 3714/3860, 3676/3862, 3778/3863, 3583/3869, 3786/3871, 3789/3905, 3791/3906, 3584/3908, 3323/3920, 3584/3922, 3585/3925, 3765/3934, 3804/3940, 3602/3941, 3602/3942, 3640/3943, 3632/3945, 3742/3968.

3755/3969, 3755/3970, 3670/3971, 3670/3972, 3601/3973, 3601/3974, 3601/3975, 3670/3982, 3580/3989, 3717/3996, 3633/4010, 3791/4011.

**07. Plot number to be acquired in village Telangha (Part)**

319, 322, 813 to 841, 844 to 871, 874 to 876, 880 to 941, 1033, 1481 to 1486, 1491, 1497 to 1529, 1530 (P), 1531, to 1535, 1563 (P), 1570 to 1576, 1582, 2018 to 2132, 2134 to 2208, 2218 to 2254, 2257 (P), 2259 to 2266, 2272 to 2490, 2051/2333, 2179/2493, 2482/2496, 2251/2503, 2251/2504, 2251/2505, 2251/2506, 2251/2507, 2231/2508, 2231/2509, 2231/2510, 2231/2511, 2231/2512, 856/2513, 2224/2514, 1503/2518, 1512/2519, 2071/2522, 2287/2527, 2229/2528, 2281/2529, 1523/2530, 1523/2531, 1523/2532, 1517/2537, 1523/2545, 1523/2546, 1523/2547, 2193/2562, 2450/2565, 2367/2568, 413/2576, 2188/2578, 2125/2579, 2125/2580, 2367/2589, 889/2591, 819/2592, 820/2593, 817/2594, 2363/2595, 2363/2596, 2363/2597, 2363/2598, 2363/2599, 821/2603, 2180/2632, 2164/2633, 2367/2638, 2092/2655, 1341/2661, 1857/2666, 1485/2678, 839/2679, 2447/2680.

**08. Plot number to be acquired in village Jamania (Part)**

2 to 24, 30 to 38, 44 to 47, 52 to 56, 58, 60 to 213, 238, 277 to 283, 286 to 473, 73/474, 102/475, 104/476, 395/477, 409/478, 452/479, 452/480, 463/481, 469/482, 470/483, 448/484, 367/486, 419/487, 435/488, 422/489, 447/490, 132/491, 472/493, 473/494, 472/495, 387/496, 387/497, 290/499, 351/500, 351/501, 89/502, 173/503, 350/504, 361/507, 361/508, 286/509, 158/510, 166/511, 190/512, 190/513, 324/515, 320/516, 323/517, 204/520, 204/521, 204/522, 204/523, 204/524, 205/525, 353/526, 423/527, 424/528, 332/530, 364/531, 365/532, 394/533, 429/536, 429/537, 89/538, 112/539, 121/540, 121/541, 121/542, 125/543, 125/544, 125/545, 125/546, 125/547, 15/548, 373/549, 287/550, 288/551, 288/552, 446/553, 394/554, 401/555, 396/556, 108/558, 9/559, 9/560, 9/561, 179/562, 323/563, 467/564, 467/565, 111/566, 323/567, 74/568, 157/569, 61/570, 61/571, 61/572, 61/573, 209/580, 209/581, 209/582, 209/583, 213/584, 213/585, 277/586, 277/587, 277/588, 189/589, 202/590, 281/592, 22/593, 323/594, 432/595, 369/596, 4/599, 4/600, 7/601, 7/602, 8/603, 8/604, 74/605, 88/606, 184/607, 184/608, 470/616, 479/617, 355/618, 327/619, 327/620.

**09. Plot number to be acquired in village Chabellia (Part)**

1 to 61, 64 to 74, 137 to 278, 420 to 456, 501 to 1207, 1231 to 1233, 7/1328, 65/1329, 1116/1330, 929/1332, 943/1335, 1237/1338, 1086/1340, 1086/1341, 1086/1342, 1086/1343, 1086/1344, 1027/1345, 1076/1346, 1049/1347, 175/1349, 211/1350, 211/1351, 225/1352, 237/1353, 237/1354, 237/1355, 575/1356, 821/1357, 825/1358, 826/1359, 824/1360, 824/1361, 883/1362, 1207/1363, 1202/1364, 1208/1365, 1204/1372, 821/1373, 1206/1374, 1231/1375, 159/1380, 192/1381, 1154/1382, 956/1383, 956/1384, 946/1385, 950/1386, 952/1387, 952/1388, 952/1389, 1030/1390, 968/1392, 968/1393, 968/1394, 968/1395, 968/1396, 968/1397, 71/1398, 71/1399, 821/1400, 1107/1401, 194/1402, 194/1403, 30/1405, 846/1407, 758/1408, 1075/1410, 856/1415, 785/1416, 789/1417, 1156/1419, 1162/1420, 1152/1421, 419/1422, 24/1423, 141/1424 141/1425, 143/1427, 143/1428, 143/1429, 143/1430, 143/1431, 185/1432, 622/1442, 754/1443, 760/1445, 760/1446, 760/1447, 801/1448, 801/1449, 801/1450, 801/1451, 803/1452, 836/1453, 841/1454, 842/1455, 848/1456, 848/1457, 1036/1458, 1036/1459, 1188/1460, 1079/1461, 1079/1462, 1079/1463, 1107/1464, 1110/1465, 1110/1466, 1110/1467, 1110/1468, 1110/1469, 1110/1470, 1074/1471, 1110/1472, 278/1473, 1110/1474, 1110/1476, 1110/1477, 1110/1478, 1110/1479, 1110/1480, 1110/1481, 1200/1482, 1200/1483, 1200/1484, 1075/1492, 1072/1493, 1079/1494, 1080/1495, 801/1496, 1151/1498, 810/1499, 1183/1500, 3/1501, 6/1505, 51/1506, 51/1507, 51/1508, 51/1509, 51/1510, 51/1511, 52/1512, 52/1513, 53/1514, 53/1515, 53/1516, 814/1517, 41/1518, 166/1519, 1192/1523, 771/1525, 1139/1526, 995/1527, 1009/1528, 1182/1529, 1232/1530, 1232/1531, 1168/1532, 1169/1533, 1185/1534, 188/1535, 877/1536, 803/1537, 1205/1538, 174/1539, 878/1540, 169/1541, 1010/1542, 1110/1545, 209/1546, 1110/1547, 209/1548, 704/1550, 68/1551, 144/1553, 143/1556, 170/1558, 1100/1559, 809/1562, 665/1563, 815/1565, 815/1566, 815/1567, 878/1571, 208/1572, 878/1573, 1125/1574, 1125/1575, 141/1579, 1149/1582, 140/1584, 24/1585, 29/1588, 30/1590, 68/1591, 148/1593, 16/1594, 1120/1612, 1154/1618, 1154/1621, 73/1622, 1052/1623, 893/1629, 876/1636, 873/1637, 1154/1638, 1154/1639, 1146/1640, 1063/1641, 1182/1642, 1070/1643, 194/1644, 194/1645, 194/1646, 273/1647, 275/1648, 275/1649, 275/1650, 1060/1651, 195/1652, 196/1653, 194/1654, 194/1655, 1191/1656, 199/1658, 49/1661, 277/1662, 13/1671, 1178/1673, 1178/1674, 23/1675, 889/1676, 896/1677, 1188/1678, 1116/1679, 1188/1680, 1080/1682, 1080/1683, 901/1684, 901/1685, 1188/1688, 1003/1689, 979/1690, 100/1692, 1188/1693, 1188/1694, 1188/1695, 1188/1696, 1188/1697, 1081/1698, 266/1699, 558/1700, 1030/1701, 1030/1702, 1030/1704, 1030/1705, 1029/1706, 16/1707, 16/1708, 760/1710, 13/1713, 13/1714, 13/1715, 13/1716, 13/1717, 7/1718, 1163/1720, 1125/1723, 1155/1724, 1155/1725, 1163/1726, 1178/1727, 1163/1728, 40/1730, 1068/1733, 777/1735, 19/1736, 10/1741, 29/1742, 42/1743, 43/1744, 239/1745, 246/1746, 852/1747, 853/1748, 779/1749, 779/1750, 780/1751, 874/1752, 831/1753, 846/1754, 1116/1755, 1116/1756, 982/1757, 929/1758, 1206/1759, 733/1760, 733/1761, 35/1763, 8/1764, 32/1765, 813/1766, 1120/1768, 136/1769, 1152/1770, 1116/1771, 899/1772, 899/1773, 868/1774, 1081/1777, 1178/1779, 70/1783, 142/1784, 142/1785, 142/1786, 182/1787, 132/1788, 232/1789, 719/1790, 1231/1791, 1231/1792, 945/1801, 947/1802, 947/1803, 947/1804, 949/1805, 949/1806, 949/1807, 949/1808, 949/1809, 62/1826, 240/1827, 955/1828, 557/1829, 1145/1834, 1166/1836, 844/1837, 845/1838, 1366/1839, 184/1841, 543/1842/1127/1843, 1158/1845, 880/1882, 883/1883, 883/1889, 1087/1892, 1341/1893.

## BOUNDARY DESCRIPTION BLOCK—'A'

**LM:**— The line starts from point 'L' which is situated at tri junction Pillar of village Kansamunda, Kaniha & Gohiradanda R. F. Then it moves towards east direction along common village boundary of Kaniha & Kansamunda northern boundary of plot no. 1507, 1508, 1509 of village Kansamunda up to north east corner of plot no. 1509 of Kansamunda. Then the line enters to village Kaniha and moves towards north direction and cover the west, north and east boundary of Plot no. 1777, the partly northern boundary of plot no. 966 up to north corner of plot no. 981. The same line proceeds along northern boundary of plot no. 980, 979, 1027, north & east boundary of plot no. 1026 upto northeast corner point of plot no. 1026. The line moves towards northeast direction along north and west boundary of Plot no. 1021, Partly western and northern boundary of 1020, north boundary of plot no. 1008, 1009, 1146 up to west edge of Jarada and Kaniha Village road. After crossing the same village road the line moves along north boundary of Plot no. 1641, up to common village boundary of Kaniha and Patharamunda. Then the line enter into village Patharamunda and moves south direction along partly western boundary of Plot no. 138 up to southwest corner of same plot. Then the line proceeds towards east along south boundary of plot no. 138, 3197 up to southeast corner of plot no. 3197. The same line moves towards north east direction covering the partly boundary of plot no. 142, northern boundary of plot no. 175, 176, southern boundary of plot no. 456, 455, 453; upto southeast corner of plot no. 453. It turns towards north directions covering the east boundary of plot no. 453 up to northwest corner of plot no. 452. The same lines moves towards east direction covering the southern boundary of plot no. 564, 565, 566, 579, 3218, 584 and 586 up to southeast corner of plot no. 586. Again the line turns towards north directions covering eastern boundary of the same plot up to north corner of plot no. 586. It moves towards east direction along partly southern boundary of plot no. 574, 590 upto southeast corner of plot no. 590. Then the lines move towards south east direction along west boundary of plot no. 589, 588 partly south boundary of plot no. 587 south boundary of plot no. 596, 598, 599, up to touch point 'M' which is situated at the west side of Patharamunda and Telisingha road.

**MN:**— The lines start from 'M' and moves towards south direction along eastern boundary of patharamunda and Telisingha road up to north corner of plot no. 3166 to meet point 'N'.

**NO:**— The lines start from 'N' after crossing the Telisingha And Patharamunda village road the lines moves south directions along partly east boundary of plot no. 355 then it moves towards west direction along south side boundary of plot no. 355 and turns towards south along east boundary of plot no. 3271 then it moves towards west along south boundary of same plot and turns north along western boundary of same plot. The same line moves towards west direction covering west boundary of plot no. 341, partly east boundary of plot no. 340 east boundary of 337, 336, east and south boundary of 334 south boundary of 3234, 3293 upto southwest corner of plot no. 3293 to meet at point 'O'.

**OP:**— The line starts from point 'O' moves along west and north boundary of plot no. 3293, north boundary of 327, 326 west boundary of 325, 324, 323, south west boundary of 322, 321 south boundary of 3188, 270, 271, 272, east boundary of 284, 286, north east of 287, 288, north, east, south boundary of 3257, east of 300, 301, south, west of 301 west boundary of 299, 298, 297, 296, 295, 292, 291, 289, and south partly western boundary of 3263 southern boundary of 3286 and western boundary of 3286, 3275, south and west boundary of 3191. Then the lines turns towards west and passes along southern boundary of 3196 southeastern boundary of 137, Then lines moves south directions and proceeds along eastern boundary of village road of Kaniha to Jarada upto north corner of plot no. 61. Then it moves towards south directions covering the south west boundary of plot no. 3266 partly south boundary of plot no. 120 upto point 'P'.

**PQ:**— The line start from 'P' which is situated at northeast corner of plot no. 93 of village Patharamunda and moves along eastern boundary of plot no. 93, 94 north east and partly west boundary of plot no. 105, eastern boundary of plot no. 106, 119, 118, 116, and touches the common village boundary of Telisingha and Patharamunda and proceeds along it. After crossing the bi-junction pillar the lines covers partly the plot no. 3294 and it moves partly northern boundary of plot no. 3294, northern and eastern boundary of 3291. Again the line moves along common village the boundary of Telisingha and Patharamunda. After crossing the bi-junction pillar the lines moves western boundary of plot no. 322 and eastern northern and western boundary of plot no. 319. Again the line moves along eastern boundary of plot no. 322 upto same common village boundary. The lines moves towards east direction along same village boundary upto point 'Q'.

**QR:**— The line start from 'Q' which is situated at north east corner plot no. 710 of village Telisingha. Then the line moves along western boundary of plot no. 3123, 3124, 3128, 3129, 3144, western and southern boundary of 3145, southern boundary of 3146, 3147 western boundary of 3151, west and south side of 3152 up to common village boundary of Telisingha and Patharamunda at a bi-junction pillar. Then the lines enters into Telisingha village covering the southwest of plot no. 771 up to point 'R'.

**RS:-** The lines start from point 'R' which is situated at northwest corner of plot No. 772 and also northwest side of Telisingha road. The line RS moves towards northeast directions along northeast side of plot No. 771 up to point 'S'.

**ST:-** The line starts from point 'S' which is situated at the tri-junction pillar of village Telisingha, Ambapal and Bijigol. Then the line passes towards northwest direction along the common village boundary of Elisinga and Bijigol upto tri-junction pillar of village Telisingha, Lodhabandha and Bijigol. Again the same line turns towards north direction and passes along common village boundary of Patharmunda and Lodhabandha up to point 'T'.

**TU:-** The line starts from point 'T' which is situated at northeast corner of plot No. 2849 of village Patharmunda. Again the line proceeds along north boundary of plot No. 2849, 2848, 2854 and 2855. Then it turns towards northeast direction and passes through east side of road-plot No. 2844. Then it cross the east side boundary of plot No 2737, 2736, 2739, 2741 and 2805 and turns the same line towards west direction along the north boundary of plot No. 2805, 2801, 2800, 2790, 2791 and enters to Patharmunda Basti and proceeds along north edge of plot No. 1821, 1818, then passes through west part of boundary of plot No. 1813, north boundary of 1813, east boundary of 1548, and then north boundary of 1548, 1847, 1546, 1543 and turns towards south direction along the west boundary of plot No. 1545. Again it turns towards west direction along the northwest corner of 1560, north edge of 3256, 1562, 1541. Again it turns towards south direction along east boundary of 1540 and north boundary of 1539, 1537, 1533. Then it turns towards south direction along west boundary of plot No. 1533 and part of 1534. Then the same line turns towards north direction and proceeds along east side of 1525, north boundary of 1526, 1522, 1514 and part of 1513. Then it passes through east boundary of 1295, north boundary of 1295, part west of 1295 again it cross the north boundary of plot No. 3250 and touches the part boundary of 1354. Then the line turns towards north direction along the east edge of plot No. 1353, 1323, 1322. Then it passes through the north boundary of plot No. 1322 northeast of 1320, north of 1319, part west boundary of 1319 north boundary of 1317, 1316, 1315 up to touch the village road. After crossing the same road the line passes through the south boundary of plot No. 603, 602, west of 602 east and north of 515. Again it passes through the part west boundary of plot No. 517, south of 518, part east of 519, south of plot 519, west of 519. Then it passes along southwest of 521, 522, 523. Again the line cross through west of 523 north of 523, then it passes through north edge of plot No. 524 east of 525 north of 525, 526 east of 527 north of 3242, 530 west of 530 then it passes north of 534 east of 535 north of 535, 468. Then it turns towards north along part east boundary of 3341, north of 3341, west of 3341, south of 3225. Then the same line touch the common village boundary of Kaniha and Patharmunda and turns towards north direction and proceeds along same village boundary up to bi-junction pillar of Kaniha Basti. Then the line passes along the south edge boundary of Kaniha Basti up to touch the Kaniha Jaroda village road plot no. 1148 up to point 'U'.

**UV:-** The line starts from point 'U' and turns towards north directions proceeds along the west side of Kaniha basti boundary up to east corner point of plot No. 627 that is point 'V'.

**VW:-** The line starts from point 'V' and it passes through the north boundary of plot No. 627, 625, 624 and 623 then it passes west boundary of plot No. 635, 636 north boundary of 638, 640, 641, 642, 644, 646, 647, part of 648. Then passes west boundary of 648, 650, 651, 653, 654, 1650 north boundary of 742 northeast of 743 partly north of 750, 751 east of 752, north of 752, partly west of 752 again the same line passes through north boundary of 753, 754, 755, 770, 771, 772, 773, west boundary of 773, 768 and partly north west boundary of 1784. Then it passes through north of 777, west of 777, north of 779. Then the same line turns towards west direction along north boundary of plot No. 792, 858, 857, and partly west of 857, north of 839; and west edge of 839 then it passes through partly west boundary of plot No. 856, west of 852, 856, north west boundary of 856. Then the line turns towards east direction along west boundary of plot no. 856, south boundary of 863, 866, west boundary of plot No. 869, south edge of plot No. 868. Then the same line turns towards south direction along partly west boundary of 869 up to north edge of road and turns towards west direction and proceeds along north edge of same road up to bi-junction pillar of Gohiradanda RF and Kaniha Village at point 'W'.

**WL:-** Again the same line proceeds south direction along common village boundary of Kaniha and Gohiradanda RF and touches the bi-junction pillar of same village to close at point 'L'.

#### BOUNDARY DESCRIPTION BLOCK-B

**KJ:-** The line starts from point 'K' which is situated on the common Boundary of village Jaipur and Kansamunda and common boundary at plot No. 280 & 4003, then it proceeds towards west direction along the same common village boundary up to south west corner point plot No. 3894 of village Kansamunda touches the point 'J'.

**JI-** The line starts from 'J' and it turns towards north direction. The line enter to the village Kansamunda and proceeds with touches the west boundary of plot No. 3894, 3886, 3885, 3881, 3880, 3879, 3874, up to Nala, then it turns towards south west direction and proceeds along the south edge of same Nala then it turns north direction and passes along the west boundary of plot No. 3915, 3928, 3688, 4510, 4511, 4512, and up to south west corner of plot no. 3615 then the same line turns towards north west direction and passes over west boundary plot No. 4513 then it turns towards north direction and proceeds with crossing the road and proceeds along the west boundary of plot No. 1959 up to north west corner of plot 1959. Next the same line turns towards east direction and passes over Northern boundary of plot No. 1959 up to west corner of plot No. 1957. Again the same line turns north east direction passes through west boundary of plot No. 1957, 1962, 1963, 1887, 1828, and it touches the Kansamunda village road. Again the line diverts towards south west direction and proceeds along south edge of the same road then the line turns towards north direction and cross the same road and proceeds up to the edge of road then it turns towards east direction and passes north edge of the plot No. 1827. Then it turns towards north direction and goes through western edge of plot No. 1823, 1824, up to point 'I', which is situated on the north west common boundary point of plot No. 1824 & 1814.

**II-** The line starts from 'I' and proceeds towards east direction up to point south east corner of plot no. 1817. Again it turns towards north direction and proceeds along the eastern boundary of plot No. 1817 up to the plot No. 1818. Again the line proceeds towards direction east along the boundary of plot No. 1822, 1821 and up to south east corner of plot No. 1785. Then line turns towards north direction and passes over west boundary of plot No. 1782 up to north west corner of plot No. 1782. Again it turns towards east direction and goes through northern edge of plot No. 1782, 1781, 1780 and then it moves towards north direction and proceeds along parts west boundary of Plot No. 1777 up to north west corner of Plot No. 1777 again same line turns towards north east direction and passes through northern boundary of plot No. 1777, 4698, 1775, 4701, 1773, and it turns south direction proceeds along east boundary of plot No. 1773 reach up to point 'H'.

**HK-** The line starts from 'H' and proceeds towards south direction along west boundary of plot No. 4708 and touch the Kansamunda village road, then it passes through partly northern boundary of plot No. 1759 and passes through plot No. 1759. Then it passes along the northern and partly western boundary of plot No. 1682 & 1757, Northern and western boundary of plot No. 1751 partly western boundary of plot No. 1752, northern and western boundary of plot No. 1754, northern boundary of plot No. 1741, northern and partly western boundary of plot No. 1740, northern and western boundary of plot No. 1737 partly western boundary of plot No. 1706, northern and western boundary of plot No. 4412, western boundary of plot No. 1707, partly northern boundary of plot No. 1713, northern and Western boundary of plot No. 1726, partly northern and western boundary of plot No. 1721, western boundary of plot No. 4577, northern and western boundary of plot No. 4839, partly northern boundary of plot No. 1974 and crosses the plot No. 1974. Then it proceeds along the northern and partly western boundary of plot No. 4060, partly northern boundary of plot No. 3962, Eastern, northern and western boundary of plot No. 3963, part western boundary of plot No. 3962, western boundary of plot No. 4615 and partly western boundary of plot No. 4615 & 4055, northern boundary of plot No. 4047 & 4046, Northern, western and partly southern boundary of plot No. 4045 and partly western boundary of plot No. 4050 then the lines moves alongwith the northern and western boundary of plot no. 4038, partly western boundary of plot No. 4036, northern and western boundary of plot No. 4024, 4026, west boundary of 4017, 4013, 4011, 4005 & 4004 and closed at Point 'K' on the common village boundary of village Kansamunda and Jaipur.

#### BOUNDARY DESCRIPTION BLOCK-C

**AB-** The line starts at point 'A' is the tri-junction pillar of village Jamania, Adaitaprasad, and Malapase and proceeds towards south direction along common village boundary of village Malapasi and Jamania. Then the line touches the tri-junction pillar of village Gundurinali, Jamania and Malapase. The same line proceeds towards southeast direction along common village boundary of Gundurinali and Jamania and touches the west side of plot No. 399 of village Jamania. Then it enter into village Gundurinali through northwest side of plot No. 485 then it turns towards southeast direction along the boundary of same plot. After touching this point it turns towards southwest boundary of plot No. 486. Again it turns and proceeds southeast direction along the boundary of above plot. Then the line moves towards southwest and proceeds along western boundary of plot No. 973 and northern boundary of 972 and moves south direction along west boundary of plot No. 972, 1064, 1066, 1068 & 1070. Again it turns towards east direction and passes through south side boundary of plot No. 1070. Then the line turns towards south and passes through west boundary of plot No. 1074 and 1075. Again same line turns towards direction southeast and proceeds along the south boundary of plot No. 1075 and 1838. After touching the common point of plot No. 1838 and 1059. Next it proceeds towards east along south boundary of plot No. 1059 and touches the village road again it turns towards south direction and proceeds west edge of same road up to end point of the road and turns towards east and passes up to its width. The same line moves towards northwest direction along east part edge of same road and reaches at northwest corner point of plot No. 1796. Then it turns towards east direction along the South boundary of plot No. 1795 up to east side common point of plot No. 1795 & 1796. Again it turns south direction and proceeds through east boundary of plot No. 1796 & 1797 then it turns towards west direction

up to east common boundary point of plot No. 1797 & 1798 then it move towards south direction and proceeds along the east boundary of same plot up to common point of plot No. 1798 & 1800 again it turns towards south and proceeds along the part east boundary of plot No. 1800 up to point 'B'.

**BC->** The line starts from Point 'B' which is situated at southwest side common point of plot No. 1054 of village Gundurinali. Then the line passes through south boundary of plot No. 1054 and reach up to common village boundary of Gundurinali & Chhelia and enters into village Chhelia along the south boundary of plot No. 1826 of village Chhelia. Then it turns towards north direction along the east boundary same plot up to common point of plot No. 1708 & 1826. Then it moves and proceeds through southern boundary of plot of 1708, 16, 20 and 21 up to common point of 21 & 46. Again it turns towards direction south along west edge of plot No. 46, 47, and south edge of 47 upto common point of plot No. 47 & 48. Then it turns towards south direction and proceeds through southern boundary of plot No. 61, 65, 64 & 74 up to common point of plot No. 74 & 75. Again the line turns towards east direction and passes along southern boundary of plot No. 74, then it turns and proceeds towards south east direction and proceeds along west edge of plot No. 1769 again it moves towards north east direction and proceeds along southern boundary of plot No. 1769 up to south edge of plot No. 139. Again it turns towards southeast direction proceeds along south edge of plot No. 139, 137, up to starting point of plot No. 135.

After crossing the with of plot No. 137 the line moves towards northwest direction along the part east edge of plot No. 137 and touches the common point plot No. 137 & 248. Again it moves towards north direction along east edge of plot No. 248 up to plot No. 274. Again the line turns towards southeast direction and proceeds through south boundary of plot No. 274, 1690, 276, 1662, 1473, 590, 545 & 543 and touches south corner of 543. Again it turns towards northeast direction and proceeds along western boundary of plot No. 488 and moves towards east direction along the southern boundary of plot No. 542, 541, 501, 502, 504, 480, 441, 436, 420, 421, 422, up to west edge of Chhelia village road. Again the same line turns towards north direction and proceeds along the part western edge of the same road up to common point of plot No. 995 and road. Then it turns towards south direction and passes through western edge of plot No. 1199, 1200 & 1483 up to southwest corner of 1483. Again it turns towards east direction and passes through south edge No. 1483, 1484, 1201, 1202, 1203, and south boundary of 1363, 1207, 1364, 1681, part east of 1485, 1232, 1233, 1530, 1531, 1697, 1696, 1695, 1694, 1693, 1470, 1678, 1687, 1186 & 1184 and again it turns towards south east direction and proceeds along east edge of plot No. 1318, 1319, 1320, 1321, 1322 & 1327 up to point 'C', which is situated at Trijunction Pillar or Chhelia, Kaharmunda & Badatribida.

**CD->** The line starts from point 'C' and proceeds towards north direction along east side edge of plot No. 1171 that is the common village boundary of Chhelia and Kaharmunda, up to east corner of plot No. 1170. Again the line turns towards northeast direction passes through same common village boundary up to Tri-junction Pillar of village Chhelia, Kaharmunda & Kamarei. Next the line proceeds towards north direction along common village boundary of Chhelia and Kamarei through the Tri-junction pillar of village Chhelia, Kamarei & Matharagadi R. F. Again it extends in same direction along the common boundary of village Chhelia and Matharagadi R. F and it touches point 'D', which is at turning point of common village boundary of Kamarei and Matharagadi R. F.

**DE->** From Point 'D' the line starts and proceeds East direction along the common boundary of village Kamarei and Matharagadi R. F up to point 'E' which is East side boundary common point of same R. F.

**EF->** The line starts from the point 'E' moves towards Northwest direction and proceeds along common boundary of village Kamarei and Matharagadi R. F. up to west corner of plot No. 2550 of village Kamarei and again it turns towards northeast direction and passes through common village Boundary of Kamarei & Telisingha and cross Tri-junction Pillar of Telisingha, Kamarei and Dadasingha up to bi-junction pillar of Telisingha & Dadasingha. Again same line turns towards north direction proceeds along common village boundary of Dadasingha and Telisingha up to Tri-junction pillar of village Telisingha, Ambapal & Dadasingha. Again it proceeds in same direction along common village boundary of Telisingha & Ambapal up to Point 'F' which is situated on the same common boundary and north east corner point of plot No. 2594 of village Telisingha.

**FG->** The line starts from point 'F' proceeds west direction along the north boundary of plot No. 2594 of village Telisingha again turns to south direction and proceeds along partly west boundary of same plot. Then it turns towards west direction along the northern boundary of plot No. 817, 816, 815 and 813, up to north west corner of plot No. 813. Then it moves towards south direction along the western boundary of plot No. 813 and 814. After reaching at south west corner of plot No. 814 again it turns to west direction and proceeds along the north boundary of plot No. 837, 840 & 841. Again it turns towards south direction along the western boundary of plot No. 840. Then it moves towards north west direction along the north boundary of plot No. 844, 868, 869 & 870. Then it divert towards south west direction along the northern boundary of plot No. 870, 871, 874, 876 & 880 up to south west corner of plot No. 880. Again it turns towards west direction and proceeds along partly north boundary of plot No. 881 up to east side of Telisingha Village road. Again it turns

towards south west direction and proceeds along the east edge of same village road up to plot No. 2019. Again same line turns towards south west direction along the West boundary of plot No. 2019, 2018, 2082, 2085 & 2087 to touch the southwest corner of plot No. 2085. Again the line moves towards south east direction proceeds along the south boundary of 2085 up to south corner of plot No. 2085. Again it turns and passes through west boundary of plot No. 2087 to touch the common boundary point of 2087 and 2208. Again it moves towards west direction and passes along partly south boundary 1912 and touch the north common boundary point 1877 and 2208. Again it turns towards south direction and proceeds along east boundary of plot No. 1877 to touch the south east corner of plot No. 1877. Again it turns towards east direction and proceeds along north boundary of plot No. 2631 up to common point 2631 & 2207. Again it turns towards south direction and proceeds along east boundary of plot No. 2211 and west boundary of 2218 upto road. After crossing the Telisingha village road the line move to south direction along east boundary of plot No. 2255 to touch the point 'G' which is situated at common point of plot No. 2255, 2254 & 2257.

**GA-**

The line starts from point 'G'. After crossing the village road of Telisingha the line moves towards west direction along north side of plot No. 2259 up to northwest corner of same plot. Then it moves towards southwest direction along partly west side boundary of same plot. Then the line proceeds towards west direction along northern boundary of plot No. 2266 and touch plot No. 2269. Then turns towards south direction along west boundary of the plot No. 2266 up to southeast corner of plot No. 2269. It moves west direction along southern boundary of plot No. 2269, 2270, 2271 & 1583 and reach at northeast corner of plot No. 1580. The line turns towards southwest direction along eastern boundary of plot No. 1580 & 1581 and reach south east corner of plot No. 1581. Next it turns towards west direction and proceeds through north boundary of plot No. 1582, 1575, 1576, 1574, 1570 and up to road. Again it turns towards south direction along the western edge of same road up to south corner of plot No. 1562. Again it turns towards west direction and passes along the north boundary of plot No. 1533, 1534, 1535, 1481, 1498 & 1497 and touches the common village boundary of Telisingha and Jarada. Again it proceeds along the same direction then it enters in to village Jarada along the northern boundary of plot No. 3785, 3777, 3755, 3774, 3767, 3768 of village Jarada. Next it turns towards south direction along the part west boundary of 3768 up to common boundary point of 3768 & 3751. Again it moves towards west direction and proceeds along the north boundary of 3751, 3754 & 3969 to touch east side of pond. Then it turns towards north direction and passes along partly eastern boundary of plot No. 3748 (Embankment of pond) up to north east corner of the same plot. Again the line moves towards west direction along the northern boundary of plot No. 3747 (pond) up to northwest corner of 3746. Then the same line turns towards south direction to cover partly west boundary of same plot up to northeast corner of 3968. Again it turns towards west direction and passes along the south boundary of Jarada Basti and reach up to northeast corner of plot No. 3313. The same line turns towards west direction and proceeds along northern boundary of plot No. 3313, 3311, 3309 & 3347 and reach northwest corner of plot No. 3306. Again the line moves towards northwest direction and proceeds along west boundary of plot No. 3304, 3302, 3283, 3282, 3272 & 3271. Again the line proceeds towards west direction along the north boundary of plot No. 1709 east of 1631 north of 1632, 1631, 1633, 1635, 1625, 1622, 1621, 1645, 1646, 1649, 1650, 1604, 1600, 1601, 1681, 1682 & 1683 up to common village boundary of Jarada & Jamania. Then the line moves towards north direction and proceed along same village boundary up to plot No. 303 northeast corner of village Jamania. Then the line enters to Jamania village towards direction northwest and passes along north boundary of plot No. 303, 302, 301, 300, 299. Again the line turns to direction north along the east boundary of plot No. 298 then turn to west direction and proceeds along the north boundary of plot No. 298, 297, 509, 286, 283, 588 up to 587. Next the line turns towards north direction and passes along the partly western boundary of plot No. 276 up to common boundary corner of plot No. 238 & 276. Then the same line moves towards northwest direction and passes along north boundary of plot No. 238 then it crosses the existing Jamania village road and proceeds along the south edge of the same village road up to plot No. 60. Then it turns towards south direction and proceeds along west boundary of plot No. 60 then it moves towards west direction and passes along the south boundary of plot No. 59, 57, 591. Then the same line turns towards north direction passes along part west boundary of 591 then it turns towards west direction and passes along south edge of plot No. 51. Again it turns north direction along the same plot boundary then it turns towards west direction and proceeds along north boundary of plot No. 53 up to common corner of plot No. 50 & 53. Again it turns towards south direction along the east boundary of plot No. 49 up to southeast corner of plot No. 49. Again moves towards west direction and proceeds along the southern boundary of plot No. 49, 48, 43 & 42 up to south west corner of plot No. 42. Again the same line moves towards north direction along the point eastern boundary of plot No. 37 up to northeast corner of plot No. 37. Then it turns towards west direction and proceeds along the southern boundary of plot No. 41, 40, 7, 39. The same line proceeds along south boundary of 39, part east of 29, south of 29 part west of 29, south of 27, part west of 27, south of 26, 25 and west of 25 to touch the edge of road and turns towards west directions along the south edge of same road to close at point 'A'.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 16 मई, 2008

का. आ. 1099.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि भैसर्स रिलाएंस इण्डस्ट्रीज लिमिटेड की आन्ध्रप्रदेश में संतचनाओं से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, भैसर्स रिलाएंस गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा एक पाइपलाइन बिल्ड जानी चाहिए;

और भारत सरकार को उक्त पाइपलाइन बिल्ड के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिल्ड जाने का प्रस्ताव है और जो इस अधिसूचना से उपायकृ अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपचारा (1) द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितष्ट है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपचारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे वाइपलाइन बिल्ड जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री पी. बुज्जा रेड्डी, संक्रम प्राधिकारी, रिलाएंस गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, प्लाट नं 202, डोर नं 8-3-1238/202, सेकन्ड फ्लोर, एलिंगट अपार्टमेंट्स, राजभवन रोड, सोमानीगुडा - 560002, हैदराबाद, आन्ध्रप्रदेश राज्य को लिखित रूप में आवेदन भेज सकेगा।

## अनुसूची

| गांव का नाम      | सर्वे नंबर और सर्वाङ्किविजन नंबर | आरओ फू-अंजित करने के लिए क्षेत्रफल |     |                        |
|------------------|----------------------------------|------------------------------------|-----|------------------------|
|                  |                                  | हेक्टेयर                           | एकर | हि.एकर                 |
| 1                | 2                                | 3                                  | 4   | 5                      |
| मंडल १: जिन्नारम | जिला ३ भेदक                      |                                    |     | राज्य १: आन्ध्र प्रदेश |
| १. ग्रामपालारम   | ७४                               | ०                                  | ००  | ५५                     |
|                  | १०८                              | ०                                  | १९  | ००                     |
|                  | ११८                              | ०                                  | १३  | ९५                     |
| २. ग्रामपालारम   | १६६८                             | ०                                  | ११  | ४०                     |
| ३. कोरलाकुन्दा   | ३४८                              | ०                                  | ०२  | ९५                     |
|                  | ३७८                              | ०                                  | ३२  | ७०                     |
|                  | ४३                               | ०                                  | ०६  | ००                     |
| ४. नल्दु         | २१७८                             | ०                                  | ०८  | ७५                     |
|                  | २३१/२८                           | ०                                  | २४  | २०                     |
| ५. कोरकवी        | ४६८                              | ०                                  | ०२  | १५                     |
|                  | २३७८                             | ०                                  | ००  | ९५                     |
|                  | २६४८                             | ०                                  | ००  | २५                     |
| ६. माधवसु        | २५८                              | ०                                  | ०६  | ७५                     |
|                  | २६८                              | ०                                  | ०२  | ९५                     |
|                  | २७४                              | ०                                  | ०६  | ००                     |
|                  | ३८८                              | ०                                  | १३  | ७०                     |
|                  | ७०४८                             | ०                                  | ०५  | ९०                     |
|                  | ७०५८                             | ०                                  | ०६  | १५                     |

| 1                  | 2                   | 3       | 4                     | 5     |
|--------------------|---------------------|---------|-----------------------|-------|
| मंडल ३ पठानवेलनु   | जिला ३ बेदक         |         | राज्य ३ आन्ध्र प्रदेश |       |
| १. फैदकलला         | 120                 | (जि एल) | ०                     | ०० १५ |
| २. ऐनोल            | 34&                 |         | ०                     | ६२ १० |
|                    | 37&                 |         | ०                     | ०० ६५ |
|                    | 108&                |         | ०                     | ०० १५ |
|                    | 277&                |         | ०                     | ३१ १० |
| ३. चितुकुला        | 89                  |         | ०                     | ०३ २० |
| ४. लकड़ारम         | 615&                |         | ०                     | ३७ ७० |
|                    | 616&                |         | ०                     | ०३ ९० |
|                    | 618&                |         | ०                     | ०४ १० |
|                    | 631&                |         | ०                     | ०० १० |
|                    | 651&                |         | ०                     | ०७ १० |
|                    | 656&                |         | ०                     | ०० २५ |
| ५. रुद्रवरम        | 61&                 |         | ०                     | ०१ ४० |
|                    | 762                 |         | ०                     | २२ ५५ |
| मंडल ४ संगारेड्डी  | जिला ४ बेदक         |         | राज्य ४ आन्ध्र प्रदेश |       |
| १. चेयाल           | 721&                |         | ०                     | ०२ ४५ |
|                    | 725&                |         | ०                     | ०५ ५५ |
|                    | 732&                |         | ०                     | ०९ ९० |
|                    | 739&                |         | ०                     | ०६ ०० |
| २. कोतलापूर        | 83&                 |         | ०                     | ०० ३५ |
| ३. पोतिरड्डीपाल्ली | 188&                |         | ०                     | ०२ ८० |
| मंडल ५ वल्लभापूर   | जिला ५ बेदक         |         | राज्य ५ आन्ध्र प्रदेश |       |
| १. वल्लभापूर       | 148&                |         | ०                     | ०६ ७० |
|                    | 189                 |         | ०                     | ०० ५० |
|                    | 537&                |         | ०                     | ०२ १५ |
|                    | 539&                |         | ०                     | ०० ४५ |
|                    | 608&                |         | ०                     | ०७ ०० |
|                    | 690&                |         | ०                     | ०५ ४५ |
|                    | 691&                |         | ०                     | ०४ ७० |
|                    | 693&                |         | ०                     | १५ १० |
| २. तोगरपल्ली       | 56                  |         | ०                     | ०० ५० |
|                    | 61                  |         | ०                     | ०० ४० |
|                    | 65&                 |         | ०                     | ०१ ३० |
|                    | 68&                 |         | ०                     | ०० ९५ |
|                    | 69&                 |         | ०                     | ०० ५५ |
|                    | ९                   |         | ०                     | १२ ५० |
|                    | ६६ और ६७ के बीच में | (जि एल) | ०                     | ०० ८५ |
| ३. गिरोपूर         | 149&                |         | ०                     | ०६ ३० |
| ४. गारकुति         | 62&                 |         | ०                     | १४ ९० |
| मंडल ६ सदाशिवपेट   | जिला ६ बेदक         |         | राज्य ६ आन्ध्र प्रदेश |       |
| १. वेद्धापूर       | 507***              |         | ०                     | ०५ ९५ |
|                    | 556*                |         | ०                     | ०० ६० |
|                    | 578*                |         | ०                     | ०४ ०० |
|                    | 585***              |         | ०                     | २५ ०५ |

| 1                | 2           | 3 | 4  | 5                     |
|------------------|-------------|---|----|-----------------------|
| 2. सिंहापुर      | 66*         | 0 | 16 | 95                    |
|                  | 172*        | 0 | 01 | 00                    |
|                  | 183*        | 0 | 01 | 75                    |
|                  | 260         | 0 | 23 | 60                    |
|                  | 269*        | 0 | 10 | 70                    |
| 3. सदाशिवपेट     | 459*        | 0 | 03 | 60                    |
|                  | 473*        | 0 | 00 | 10                    |
|                  | 474*        | 0 | 00 | 15                    |
| 4. भृंगिलुन्डा   | 171*        | 0 | 08 | 80                    |
|                  | 444*        | 0 | 07 | 60                    |
| 5. तंगड़पाली     | 30***       | 0 | 16 | 40                    |
| मंडल ३ मुनिपालि  | जिला ३ मेदक |   |    | राज्य ३ आन्ध्र प्रदेश |
| 1. इन्द्राणीपुर  | 11*         | 0 | 02 | 10                    |
|                  | 69***       | 0 | 00 | 25                    |
|                  | 60***       | 0 | 01 | 95                    |
|                  | 65*         | 0 | 13 | 15                    |
|                  | 66***       | 0 | 01 | 50                    |
| मंडल ४ कोसीर     | जिला ४ मेदक |   |    | राज्य ४ आन्ध्र प्रदेश |
| 1. नंकाटापुर     | 60*         | 0 | 22 | 15                    |
|                  | 64/1*       | 0 | 28 | 90                    |
| 2. कावेली        | 93***       | 0 | 00 | 35                    |
|                  | 188*        | 0 | 05 | 45                    |
|                  | 248         | 0 | 03 | 60                    |
|                  | 292*        | 0 | 01 | 85                    |
| 3. गुरुजाडा      | 16          | 0 | 18 | 00                    |
| 4. मास्टी        | 50*         | 0 | 06 | 75                    |
|                  | 69*         | 0 | 00 | 45                    |
|                  | 92*         | 0 | 15 | 75                    |
|                  | 95*         | 0 | 23 | 15                    |
|                  | 104*        | 0 | 12 | 40                    |
|                  | 105***      | 0 | 45 | 25                    |
|                  | 106*        | 0 | 53 | 30                    |
|                  | 117*        | 0 | 01 | 10                    |
| मंडल ५ जडीराखाद  | जिला ५ मेदक |   |    | राज्य ५ आन्ध्र प्रदेश |
| 1. हुगेली        | 127*        | 0 | 00 | 20                    |
|                  | 136***      | 0 | 06 | 95                    |
|                  | 151*        | 0 | 33 | 40                    |
| 2. रन्ध्रेल      | 140*        | 0 | 07 | 00                    |
| 3. स्थो(बुजुर्ग) | 52%         | 0 | 32 | 20                    |
|                  | 56%         | 0 | 06 | 20                    |
|                  | 63%         | 0 | 00 | 35                    |
|                  | 64          | 0 | 03 | 00                    |
|                  | 76/1        | 0 | 05 | 85                    |
|                  | 75/22       | 0 | 12 | 80                    |

| 1                             | 2     | 3 | 4  | 5  |
|-------------------------------|-------|---|----|----|
| 3. हैंडी (कुशुरड़ी) निलंबन... | 75/35 | 0 | 03 | 50 |
|                               | 75/48 | 0 | 00 | 10 |
|                               | 75/50 | 0 | 00 | 60 |
| 4. कासीनपुर                   | 90%   | 0 | 00 | 26 |
|                               | 98%   | 0 | 00 | 10 |
|                               | 180%  | 0 | 04 | 10 |
| 5. रत्नवार                    | 222%  | 0 | 00 | 50 |
|                               | 226   | 0 | 01 | 45 |
|                               | 228%  | 0 | 06 | 80 |
|                               | 264%  | 0 | 00 | 95 |
|                               | 267%  | 0 | 00 | 65 |
|                               | 296%  | 0 | 10 | 10 |
|                               | 382   | 0 | 09 | 75 |
|                               | 424%  | 0 | 03 | 80 |

\* का.आ. 212 दिनांक 22.01.2002 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

\*\* का.आ. 2405 दिनांक 22.06.2006 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

\*\*\* का.आ. 332(अ) दिनांक 07.03.2007 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

& का.आ. 211 दिनांक 22.01.2002 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

% का.आ. 1756 दिनांक 16.06.2003 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

[का. सं. एल-14014/48/2006-जी. पी.]

स्नेह प्र. मदान, अवर सचिव

## MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 16th May, 2008

S.O. 1099.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas from the structures in Andhra Pradesh of M/s Reliance Industries Limited to the consumers in various parts of the Country, a pipeline should be laid by M/s Reliance Gas Transportation Infrastructure Limited;

And whereas, it appears to the Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Rights of Users in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed here to;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby declares its intention to acquire the Rights of Users therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification, as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Rights of Users therein for laying the pipeline under the land to Shri P. Butcha Reddy, Competent Authority, Reliance Gas Transportation Infrastructure Limited, Plot No 202, Door No 6-3-1238/202, 2<sup>nd</sup> Floor, Elegant Apartments, Raj Bhavan Road, Somajiguda— 500 082, Hyderabad, Andhra Pradesh State.

## Schedule

| Mandal : Jinnaram     |                               | District : Medak            | State : Andhra Pradesh |       |       |
|-----------------------|-------------------------------|-----------------------------|------------------------|-------|-------|
| Village               | Survey No. / Sub-Division No. | Area to be acquired for R&U |                        |       | C-Are |
|                       |                               | Hectare                     | Are                    | C-Are |       |
| 1                     | 2                             | 3                           | 4                      | 5     |       |
| 1. Gedipotharam       | 78                            | 0                           | 00                     | 45    |       |
|                       | 108                           | 0                           | 19                     | 00    |       |
|                       | 118                           | 0                           | 13                     | 95    |       |
| 2. Kitalpalli         | 1688                          | 0                           | 11                     | 40    |       |
| 3. Korakunta          | 348                           | 0                           | 02                     | 96    |       |
|                       | 378                           | 0                           | 02                     | 70    |       |
|                       | 43                            | 0                           | 05                     | 00    |       |
| 4. Naloor             | 2178                          | 0                           | 08                     | 75    |       |
|                       | 231/28                        | 0                           | 24                     | 20    |       |
| 5. Kodakanchi         | 468                           | 0                           | 02                     | 15    |       |
|                       | 2378                          | 0                           | 00                     | 95    |       |
|                       | 2648                          | 0                           | 00                     | 25    |       |
| 6. Madhavaram         | 258                           | 0                           | 06                     | 75    |       |
|                       | 268                           | 0                           | 02                     | 95    |       |
|                       | 278                           | 0                           | 06                     | 00    |       |
|                       | 388                           | 0                           | 13                     | 70    |       |
|                       | 7048                          | 0                           | 05                     | 90    |       |
|                       | 7068                          | 0                           | 06                     | 15    |       |
| Mandal : Patancheruvu |                               | District : Medak            | State : Andhra Pradesh |       |       |
| 1. Peridakanjala      | 120                           | GL                          | 0                      | 00    | 15    |
| 2. Inole              | 348                           | 0                           | 62                     | 10    |       |
|                       | 378                           | 0                           | 00                     | 85    |       |
|                       | 1088                          | 0                           | 00                     | 15    |       |
|                       | 2778                          | 0                           | 31                     | 10    |       |
| 3. Chitikula          | 89                            | 0                           | 03                     | 20    |       |
| 4. Lakdaram           | 6158                          | 0                           | 37                     | 70    |       |
|                       | 6168                          | 0                           | 03                     | 90    |       |
|                       | 6188                          | 0                           | 04                     | 10    |       |
|                       | 6318                          | 0                           | 00                     | 10    |       |
|                       | 6518                          | 0                           | 07                     | 10    |       |
|                       | 6568                          | 0                           | 00                     | 26    |       |
| 5. Rudravaram         | 618                           | 0                           | 01                     | 40    |       |
|                       | 762                           | 0                           | 22                     | 55    |       |
| Mandal : Sangareddy   |                               | District : Medak            | State : Andhra Pradesh |       |       |
| 1. Charlyal           | 7218                          | 0                           | 02                     | 45    |       |
|                       | 7258                          | 0                           | 05                     | 55    |       |
|                       | 7328                          | 0                           | 09                     | 90    |       |
|                       | 7398                          | 0                           | 06                     | 00    |       |
| 2. Kothlapur          | 838                           | 0                           | 00                     | 35    |       |
| 3. Pothiyeddyapalli   | 1868                          | 0                           | 02                     | 80    |       |

| 1                           | 2                       | 3                             | 4  | 5  |
|-----------------------------|-------------------------|-------------------------------|----|----|
| <b>Mandal : Kondapur</b>    | <b>District : Medak</b> | <b>State : Andhra Pradesh</b> |    |    |
| 1. Malkapur                 | 148&                    | 0                             | 06 | 70 |
|                             | 189                     | 0                             | 00 | 50 |
|                             | 537&                    | 0                             | 02 | 15 |
|                             | 539&                    | 0                             | 00 | 45 |
|                             | 608&                    | 0                             | 07 | 00 |
|                             | 690&                    | 0                             | 05 | 45 |
|                             | 691&                    | 0                             | 04 | 70 |
|                             | 693&                    | 0                             | 15 | 10 |
| 2. Thogarpalli              | 56                      | 0                             | 00 | 50 |
|                             | 61                      | 0                             | 00 | 40 |
|                             | 65&                     | 0                             | 01 | 30 |
|                             | 68&                     | 0                             | 00 | 95 |
|                             | 69&                     | 0                             | 00 | 55 |
|                             | 9                       | 0                             | 12 | 50 |
|                             | Bet 66 & 67&            | GL                            | 09 | 65 |
| 3. Gannapur                 | 149&                    | 0                             | 06 | 30 |
| 4. Gerakurthi               | 62&                     | 0                             | 14 | 90 |
| <b>Mandal : Sadashivpet</b> | <b>District : Medak</b> | <b>State : Andhra Pradesh</b> |    |    |
| 1. Peddapur                 | 507***                  | 0                             | 05 | 95 |
|                             | 556*                    | 0                             | 00 | 60 |
|                             | 578*                    | 0                             | 04 | 00 |
|                             | 585***                  | 0                             | 25 | 05 |
| 2. Siddepur                 | 68*                     | 0                             | 15 | 95 |
|                             | 172*                    | 0                             | 01 | 00 |
|                             | 183*                    | 0                             | 01 | 75 |
|                             | 260                     | 0                             | 23 | 50 |
|                             | 269*                    | 0                             | 10 | 70 |
| 3. Sadashivpet              | 459*                    | 0                             | 03 | 60 |
|                             | 473*                    | 0                             | 00 | 10 |
|                             | 474*                    | 0                             | 00 | 15 |
| 4. Maddikunta               | 171*                    | 0                             | 08 | 80 |
|                             | 444*                    | 0                             | 07 | 80 |
| 5. Tangedpalli              | 30***                   | 0                             | 16 | 40 |
| <b>Mandal : Munipalli</b>   | <b>District : Medak</b> | <b>State : Andhra Pradesh</b> |    |    |
| 1. Ibrahimpur               | 11*                     | 0                             | 02 | 10 |
|                             | 59***                   | 0                             | 00 | 25 |
|                             | 60***                   | 0                             | 01 | 95 |
|                             | 85*                     | 0                             | 13 | 15 |
|                             | 86***                   | 0                             | 01 | 50 |
| <b>Mandal : Koher</b>       | <b>District : Medak</b> | <b>State : Andhra Pradesh</b> |    |    |
| 1. Venkatapur               | 60*                     | 0                             | 22 | 15 |
|                             | 64/1*                   | 0                             | 28 | 90 |

| 1                          | 2                       | 3 | 4                             | 5  |
|----------------------------|-------------------------|---|-------------------------------|----|
| 2. Kavelli                 | 93**                    | 0 | 00                            | 35 |
|                            | 168*                    | 0 | 05                            | 46 |
|                            | 240                     | 0 | 03                            | 60 |
|                            | 292*                    | 0 | 01                            | 66 |
| 3. Guruvade                | 16                      | 0 | 18                            | 00 |
| 4. Muchi                   | 50*                     | 0 | 06                            | 75 |
|                            | 69*                     | 0 | 00                            | 45 |
|                            | 92*                     | 0 | 15                            | 75 |
|                            | 95*                     | 0 | 23                            | 15 |
|                            | 104*                    | 0 | 12                            | 40 |
|                            | 105***                  | 0 | 45                            | 25 |
|                            | 106*                    | 0 | 53                            | 30 |
|                            | 117*                    | 0 | 01                            | 10 |
| <b>Mandal : Zabeerabad</b> | <b>District : Medak</b> |   | <b>State : Andhra Pradesh</b> |    |
| 1. Huggelli                | 127*                    | 0 | 00                            | 20 |
|                            | 136**                   | 0 | 06                            | 96 |
|                            | 151*                    | 0 | 33                            | 40 |
| 2. Renjal                  | 140*                    | 0 | 07                            | 00 |
| 3. Hothi(Bujrug)           | 52%                     | 0 | 32                            | 20 |
|                            | 56%                     | 0 | 06                            | 20 |
|                            | 63%                     | 0 | 00                            | 35 |
|                            | 64                      | 0 | 03                            | 00 |
|                            | 76/1                    | 0 | 05                            | 66 |
|                            | 76/22                   | 0 | 12                            | 60 |
|                            | 76/35                   | 0 | 03                            | 60 |
|                            | 76/46                   | 0 | 00                            | 10 |
|                            | 76/50                   | 0 | 00                            | 60 |
| 4. Khesimpur               | 90%                     | 0 | 00                            | 25 |
|                            | 98%                     | 0 | 00                            | 10 |
|                            | 180%                    | 0 | 04                            | 10 |
| 5. Setwar                  | 222%                    | 0 | 00                            | 50 |
|                            | 226                     | 0 | 01                            | 45 |
|                            | 228%                    | 0 | 06                            | 80 |
|                            | 264%                    | 0 | 00                            | 96 |
|                            | 287%                    | 0 | 00                            | 65 |
|                            | 296%                    | 0 | 10                            | 10 |
|                            | 382                     | 0 | 00                            | 75 |
|                            | 424%                    | 0 | 03                            | 60 |

\* Additional area to 3(1) Notification SO 212 dated 22-01-2002

\*\* Additional area to 3(1) Notification SO 2405 dated 22-06-2006

\*\*\* Additional area to 3(1) Notification SO 332(E) dated 07-03-2007

&amp; Additional area to 3(1) Notification SO SO 211 dated 22-01-2002

% Additional area to 3(1) Notification SO 1756 dated 16-06-2003

## श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 21 अप्रैल, 2008

**का.आ. 1100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भाग 17 के अनुसार में, केन्द्रीय सरकार ने आई बी.पी. को.लि. के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुचंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकारण जयपुर के पंचाट (संदर्भ संख्या के 46/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2008 को प्राप्त हुआ था।**

[फा.सं. एल-20040/64/95-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st April, 2008

**S.O. 1100.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/1996) of the Central Industrial Tribunal Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. I.B.P. Co.Ltd. and their workmen, which was received by the Central Government on 21-4-2008.

[F. No. L-20040/64/95-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

## अनुचंध

## केन्द्रीय औद्योगिक न्यायाधिकारण, जयपुर

फैसला नं. सी.आई.टी. 46/1996

रिकॉर्ड: केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल-20040/64/95-आई.आर (सी.आई.) दिनांक 14-10-96

श्री सुभाषचंद शर्मा पुत्र श्री बुद्ध राम, जाति ब्राह्मण निवासी ग्राम नारेडा कलां तहसील बहरोड जिला अलवर।

....प्रार्थी

## बनाम

आई.बी.पी. कम्पनी लि. (भारत सरकार का एक उपक्रम) जरिये कारखाना प्रबन्धक फ्लाट नं. 348, 347, औद्योगिक सेत्र, खिचड़ी राजस्थान।

....अप्रार्थी

## उपरिक्षेत्र

पीठासीन अधिकारी: श्री गौतम प्रकाश शर्मा, आर.एच.जे.एस.

प्रार्थी की ओर से: श्री अदविन्द पारीक

अप्रार्थी की ओर से: श्रीमती नमिता परिहार

अलवर, 19मार्च, 2008

## अवार्ड

1. केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली की उपरोक्त अधिसूचना द्वारा नियंत्रित विवाद इस न्यायाधिकारण को अधिनियम्य हेतु निर्देशित किया गया है:

"Whether the claim of Shri Subhash Chand Sharma that he was illegally terminated by the management of M/s. I.B.P.Co.Ltd. Bhiwani w.e.f. 31-7-94 without following provisions of Section 25 F is justified? If so, to what claim is the concerned workman entitled?"

2. प्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम पेश किया गया जिसके संक्षिप्त तथ्य इस प्रकार हैं कि प्रार्थी को नियुक्ति नियोजक के अधीन 5-6-1993 की इलैक्ट्रॉनिक्याल रूप में की गई थी। तब से प्रार्थी ने समातार 30-7-94 तक अप्रार्थी संस्थान में कार्य किया किन्तु दिनांक 30-7-94 को बिना कारण से नोटिस सं. 66 के द्वारा प्रार्थी की सेवा मुक्ति कर दी। उक्त सेवा मुक्ति को इस आधार पर श्रमिक ने अनुचित बताया है कि उसने सेवा मुक्ति के पिछले एक वर्ष में 240 दिन से अधिक कार्य किया है। प्रार्थी को सेवा मुक्त करते समय कोई एक याह का नोटिस अथवा नोटिस वेतन एवं छंटनी का मुआवजा आदि नहीं दिया गया है न ही कोई वरिष्ठता सूची प्रकाशित की गई है। इस प्रकार अप्रार्थी ने धारा 25-एफ औद्योगिक विवाद अधिनियम, 1947 (जो निर्णय में आगे मात्र अधिनियम कहलायेगा) व औद्योगिक विवाद नियम के नियम 77 व 78 का स्पष्ट उल्लंघन किया है। सेवा मुक्ति के समय प्रार्थी को न तो कोई आरोप पत्र दिया न ही कोई घरेलू जांच कराई गई। प्रार्थी से कनिष्ठ श्रमिक कार्य कर रहे थे किन्तु प्रार्थी को सेवा मुक्त किया गया कि प्रार्थी को सेवा मुक्ति के पश्चात् नये श्रमिकों की नियुक्ति को गई किन्तु प्रार्थी को सेवा का अवसर नहीं दिया गया। इस प्रकार अधिनियम की धारा 25-जी व 25-एच का भी स्पष्ट उल्लंघन किया है। अतः प्रार्थी की प्रार्थना है कि सेवा मुक्ति आदेश दिनांक 30-7-94 को अनुचित व अवैध घोषित कर अपास्त किया जावे एवं प्रार्थी को पूर्ण वेतन सहित सभी सेवा की निरन्तरता के सेवा में चाहाल करने का अवार्ड पारित किया जावे।

3. अप्रार्थी की ओर से क्लेम का जवाब पेश किया गया जिसके अनुसार प्रारंभिक आपति की गई कि प्रार्थी ने सेवा मुक्ति आदेश के विरुद्ध माननीय उच्च न्यायालय में रिट याचिका प्रस्तुत की थी जो खारिज हो गई अतः उसी विवाद को नये सिरे से इस न्यायाधिकारण के समक्ष नहीं डाया जा सकता, अतः इसी आधार पर क्लेम खारिज होने योग्य बताया।

4. गुणवान् पर अप्रार्थी का जवाब में कथन है कि श्रमिक की नियुक्ति 5-8-93 को पूर्णतया अस्थाई तौर पर व तीन माह के लिए श्रमिक के रूप में की गई थी। इसके बाद दिनांक 23-9-93 के आदेश द्वारा प्रार्थी की नियुक्ति अवैध तीन महीने के लिए बदाई गई और आदेश दिनांक 26-4-94 द्वारा प्रार्थी श्रमिक को नये सिरे से 1450 रुपये प्रतिमाह की दर से 4 माह के लिए नियुक्त किया गया। इसी आदेश को दिनांक 26-4-94 द्वारा 31-7-94 तक बदाया गया, इस प्रकार नियुक्ति पत्रों से स्पष्ट है कि श्रमिक को किस दिनांक तक

सेवा में रहना है, और नियुक्ति पत्र में ही प्रार्थी की सेवा समर्पित का दिन अंकित किया दुआ है। जयाज में आगे जताया कि प्रार्थी को दिनांक 26-7-94 के रात द्वारा सूचित कर दिया गया था कि उसकी अस्थाई नियुक्ति दिनांक 30-7-94 को समाप्त हो रही है और वह अपने छव्यू व बेतन आदि 30-7-94 को 5 बजे से पहले उपस्थित होकर प्राप्त कर से किन्तु उसने अपने छव्यू प्राप्त नहीं किये अतः प्रार्थी को एक पत्र 1-8-94 को भेजा गया जिसके साथ 5584 रुपये का ढी.डी. संलग्न कर भेजा गया जो उसके सम्पूर्ण बकाया का भुगतान था। इस प्रकार प्रार्थी की सेवा समर्पित को नियमनुसार बताते हुए अप्रार्थी ने सेवा खारिज करने की प्रार्थना की है।

5. साक्ष्य में प्रार्थी स्वयं परीक्षित हुआ है तथा अप्रार्थी की ओरसे भी डी.जी. देशमुख परीक्षित हुए। दोनों पक्षों की बहस सुनी, पत्रालंबी का अवलोकन किया।

6. प्रार्थी प्रतिनिधि की बहस है कि प्रार्थी की नियुक्ति दिनांक 5-6-93 को अप्रार्थी नियोजक के अधीन इलैक्ट्रिशन प्रभिक के रूप में कोई गई थी एवं प्रार्थी ने दिनांक 30-7-94 तक अप्रार्थी संस्थान में लगातार कार्य किया। दिनांक 30-7-94 को किना किसी कारण नोटिस सं. 66 से प्रार्थी की सेवा भुक्ति कर दी तथा कोई कारण नहीं जताया। प्रार्थी की सेवा अवधि 240 दिन से अधिक की थी। प्रार्थी को सेवा मुक्त करते समय कोई एक माह का नोटिस, नोटिस के एवं में एक माह का बेतन एवं छांटनी का मुआवजा आदि नहीं दिया गया न ही कोई वरिष्ठता सूची प्रकाशित की गई। इस प्रकार अप्रार्थी ने धारा 25-एक अधिनियम का उल्लंघन किया है। प्रार्थी को कोई आरोप पत्र नहीं दिया गया न ही कोई जांच करवाई गई जिससे भी सेवा भुक्ति अवैध व शून्य होना जताया। उनकी आगे बहस है कि जिस सभ्य प्रार्थी को सेवा मुक्त किया उससे कनिष्ठ प्रभिक कार्यस्थल थे एवं उनके कार्यस्थल रहते हुए प्रार्थी को सेवा मुक्त करना धारा 25-जी अधिनियम का स्पष्ट उल्लंघन है। यह भी बहस है कि प्रार्थी की सेवा भुक्ति के पश्चात् नवे प्रभिकों को नियुक्ति ही गई लेकिन वहसे पहले प्रार्थी को सेवा का अवसर नहीं दिया और धारा 25-एवं का भी उल्लंघन किया है। प्रार्थी प्रतिनिधि की बहस है कि प्रार्थी ने अपने कथन स्वयं की साक्ष्य से सिद्ध किये हैं अतः पारित सेवा भुक्ति आदेश को अपास्त करते हुए प्रार्थी को पुनः सेवा में लिया जाये व बकाया बेतन आदि लक्ष्य दिलाये जायें।

7. अप्रार्थी प्रतिनिधि की बहस है कि प्रदर्श छव्यू-1 नियुक्त आदेश, जिसपर प्रार्थी स्वयं विरवास करता है, के अनुसार प्रार्थी की नियुक्ति मात्र तीन माह के लिए व 1250 रुपये प्रतिमाह की शर्तों पर की थी इसके बाद में भी प्रार्थी की सेवा अवधि प्रदर्श छव्यू-1 में वर्णित शर्तों के अनुसार निश्चित अवधि व निश्चित बेतन पर बदली गई। इस तरह से प्रार्थी की नियुक्ति करार के अधीन एवं तदर्थ रूप में थी जो एक निश्चित अवधि व निश्चित राशि पर थी, अर्थात् प्रार्थी की नियुक्ति स्थाई पद पर व स्थाई रूप से कराई नहीं थी। इन हालात में अप्रार्थी नियोजक वे प्रार्थी को जो सेवा समाप्त की, उक्त सेवा समाप्ति करार में वर्णित शर्तों के अनुसार की गई है। अतः धारा 25-एक अधिनियम या अन्य प्रावधनों का कोई उल्लंघन होना नहीं माना जा

सकता। उनकी आगे बहस है कि प्रार्थी व अन्य नींव्यक्तियों द्वारा एक रिट याचिका माननीय राजस्थान उच्च न्यायालय में जौ एस.बी. मिलिल रिट पिटीशन नं. 4182/94 में दर्ज हुई पेश की। उक्त रिट याचिका को सिवाय श्री कमलजीत के बकाया प्रार्थीगण ने वापस से लिया एवं माननीय उच्च न्यायालय ने उक्त रिट याचिका को गुणावृण पर अस्वीकार कर दिया अतः प्रार्थी का मामला भी कमलजीत के मामले से भिन्न नहीं है। उन्होंने इच्छात (1992) 4 एस.सी.सी. 33 डायोकटर, हॉस्टीट्यूट ऑफ बैनेजमेंट बैकलपर्मट यू.पी. विरुद्ध श्रीमती युष्मा श्रीवास्तव पेश किया और जताया कि जहाँ नियुक्ति निश्चित अवधि व नितान रूप से करार के आधार पर व तदर्थ रूप में की गई हो तो विधि अनुसार प्रार्थी को सेवा में निरन्तरता का अधिकार नहीं रह जाता। प्रकरण में भी प्रार्थी ने सेवा में निरन्तरता मांगी है। इस आधार पर भी प्रार्थी का बलेम अस्वीकार होने योग्य जताया।

8. यैने बहस पर गौर किया। प्रदर्श छव्यू-। नियुक्ति आदेश दिनांक 5-6-93 में प्रार्थी की नियुक्ति तीन माह के लिए तथा 1250 रुपये प्रति माह बेतन पर की गई थी। प्रदर्श 4, 5 व 6 से प्रार्थी की पुनः नियुक्ति की गई जो प्रदर्श छव्यू-। की शर्तों के आधार पर की गई है। प्रदर्श छव्यू-। जो नोटिस सं. 66 है जिसके द्वारा प्रार्थी व अन्य की सेवा समाप्त की, के संबंध में है, इस नोटिस को देखने से प्रार्थी को तीन माह अधिक बेतन का डी.डी. भेजा गया है। प्रदर्श एम-८ भी इसी संबंध में जारी हुआ है।

9. प्रकरण में यह तथ्य, जैसा कि अप्रार्थी के गवाह श्री देशमुख की जिह्व में आया, प्रार्थी ने अप्रार्थी नियोजक के लिए 240 दिन से अधिक काम किया था स्वीकृत है, लेकिन प्रार्थी की नियुक्ति अप्रार्थी नियोजक के इस संबंध में ज्ञेन नियम, यदि कोई हो तो, के अनुसार की गई हो नहीं पाया जाता है, न ही इस नियुक्ति के संबंध में कोई सार्वजनिक सूचना जारी कर आम लोगों से आवेदन प्राप्त कर चयन किया जाकर की गई हो, पाया गया है। स्पष्ट रूप से प्रार्थी की नियुक्ति करार के रूप में निश्चित अवधि व निश्चित राशि जो प्रति माह तथा थी, के आधार पर की गई है। दूस्थान पुष्मा श्रीवास्तव के मामले में भी श्रीमती की सेवा एक माल से अधिक हो गई थी लेकिन चूंकि प्रभिका की नियुक्ति नितान रूप से करार के आधार पर व तदर्थ रूप में तथा निश्चित अवधि व निश्चित बेतन की शर्तों के साथ की गई थी, अतः उसकी सेवा भुक्ति को अवैध नहीं माना। हस्तान प्रकरण के तथ्य भी इच्छात के तर्थों से भेल खाते हैं। इसके अतिरिक्त यानीय रुजस्थान उच्च न्यायालय ने रिट सं. 4182/94 विर्यं दिनांक 22-8-94 के द्वारा कमलजीत के मामले के मामले से भिन्न नहीं है।

10. इस सारे विवेचन से मेरा निष्कर्ष है कि प्रार्थी के मामले में धारा 25-एक अधिनियम की पालना किया जाना आवश्यक नहीं था एवं धारा 25-जी व एवं अधिनियम के प्रावधान भी प्रकरण पर लागू होना नहीं पाया गया है। अतः प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है व भेजे गये रैफरेंस का उत्तर निम्न प्रकार दिया जाता है:

“प्रार्थी श्री सुभाष चंद शर्मा का यह दावा कि उसकी सेवाएँ वैसर्स आई.बी.पी. कम्पनी लि. भिकाड़ी के प्रबन्धन द्वारा

31-7-94 से अवैध रूप से धारा 25-एफ अधिनियम के प्रवधानों की पालना किये बिना समाप्त की गई है, उचित नहीं है। प्रार्थी किसी प्रकार के अनुत्तोष (दावे) का अधिकारी नहीं है।"

11. अवार्ड आज दिनांक 19 मार्च, 2008 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

गौतम प्रकाश शर्मा, न्यायाधीश  
नई दिल्ली, 22 अप्रैल, 2008

कर.अ. 1101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इताहाचाद बैंक के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, नई दिल्ली के पंचाट (संदर्भ संख्या 11/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2008 को प्राप्त हुआ था।

• [फा. सं. एल-12012/243/97-आई आर (बी-II)]  
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd April, 2008

S.O.1101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/1998) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Allahabad Bank, and their workmen, received by the Central Government on 21-4-2008.

[F. No. L-12012/243/97-IR(B-II)]

RAJINDER KUMAR, Desk Officer  
ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R.N. RAI

I.D. No. 11/1998

PRESENT: SH. R. S. SAINI —CLAIMANT  
SH. RAJAT ARORA —RESPONDENT

IN THE MATTER OF:

Sh. Rajinder Prasad,  
C/o. All India Allahabad Employees Association (NCBE),  
Allahabad Bank, Baroda House,  
New Delhi-110001 —Claimant

VERSUS

The Zonal Office, 17, Parliament Street,  
Allahabad Bank Building,  
New Delhi-110001. —Respondent

### AWARD

The Ministry of Labour by its letter No. L-12012/243/97-IR (B-II) Central Government dt. 31-12-1997 has referred the following point for adjudication:

The point runs as hereunder:—

"Whether the contention of the All India Allahabad Bank Employees Association, New Delhi that Sh. Rajinder Prasad was a workman of Allahabad Bank is correct ? If so, whether the action of the management of Allahabad Bank in terminating his services w.e.f. 9-10-1996 is legal and justified? If not, to what relief the said workman is entitled."

The case of the workman is that he was engaged by the respondent bank on 9-6-1995 on a consolidated salary of Rs.1,000 and payment to him was made in cash. He was also paid conveyance allowance everyday for attaining the bank's duty.

He was discharging the services of Class-III & IV employees and he was paid a consolidated salary of Rs. 1,000 per month. He has worked for more than a year and has completed 240 days work.

The case of the management is that the workman was never engaged as Class-III & IV and there is no provision for engagement of one person as Class-II or IV employee. The correct facts are that the workman was engaged by one of the contractor of the bank namely Creative Consultant. Subsequently Viziket Computer Systems Pvt. Limited on contractual basis of Rs. 200 per month. The bills were submitted by the contractor and payment made in accordance with the number of days. The payment of Rs. 1,000 to the claimant was made by the contractor.

That the workman has put his signature on certain documents of the bank without any requirement to create evidence in his favour. The engagement of Sh. Vikram Singh Rawat is entirely different and the claimant is not entitled to regularization in view of the fact that the Vikram Singh Rawat has been regularized.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

The workman has filed photocopies of Pass Book entries. These Pass Book entries relate to August, 1996 only, so it cannot be said that the workman has worked for four years. He has filed documents 59 to 65. Some are visit passes and some are copies of letters on which the address of the workman is written. No inference can be drawn that

the management wrote letters to the workman. The photocopies of the visit passes indicate that the workman has been given entry in five or six dates.

The workman has filed one or two letters which indicate that he has been assigned some duties by the bank. The other photocopies filed by the workman are not legible.

The workman moved an application for summoning the original of the photocopies filed by him. The Tribunal rejected the application and held that the photocopies are not legible so the management cannot be asked to file the original of the illegible photocopies.

From the photocopies document it is not established that the workman has worked for 240 days, in case even photocopies are considered as piece of evidence.

He has filed some other photocopies which do not relate to him.

The management has filed an agreement entered with the Creative Consultant and the receipt of the payment of relevant period and the photocopies receipt of the payment for 95-96 have been filed by the management. These receipt show that on 2-08-1995 payment of Rs. 3,000 was made. On 29-7-1995 payment of Rs. 3,000 was made and on 2-8-1995 payment of Rs. 3,000 was also made. In this way several photocopies cheques have been filed which the bank has issued to the Creative Consultant in the year 1995-96.

The case of the bank is that the workman was engaged through Creative Consultants and he was not directly engaged by the management.

There are only 6-7 entries of the Pass Book and they relate to August, 1998. It is not the case of the workman that he was engaged in 1998. I have carefully scrutinized the photocopies filed by him. Visitots pass may have been issued to him as he was engaged through Creative Consultant. The workman has filed two letters no doubt of two different dates by which the management has assigned him some duty. The other photocopy documents are not legible and the Tribunal while rejecting the application has held so.

The initial burden is on the workman to prove by cogent documentary evidence that he has worked for 240 days and he has to account for the working days of 240 days by cogent documentary evidence. The workman has filed some photocopies letters which do not establish that he has worked for even 100 days what to speak of 240 days.

The law cited by both the parties are not applicable as the workman has not proved that he has worked under the control and supervision of the management for 240 days. There is no proof of his engagement by the management.

The further case of the workman is that he was engaged by the bank on a consolidated salary of Rs. 1,000

per month. Photocopy Pass Book filed by him indicate that entries in his Pass Book have been made only on five or six dates. His case is that he was engaged by the bank on a consolidated salary of Rs. 1,000 and payment to him was made in cash by the Branch Manager. No proof of payment being made in cash has been filed by the workman.

There appears to be sufficient force in the argument of the management that the Creative Consultant may have engaged him for the period of 1995-96 and he might have made him payment. The bank has filed photocopies of cheques issued in favour of Creative Consultant.

The workman has failed to establish that he has worked for 240 days. His entire case is that he was engaged on 9-6-1995 and his services were terminated on 9-10-1996. He has failed to prove that he has discharged 240 days work during this period and he was not directly engaged by the management.

It was submitted from the side of the workman that he was engaged directly by the management on a consolidated salary of Rs. 1,000 per month. He discharged the duties of Class-III & IV employee.

It was submitted from the side of the management that the workman was never engaged even on muster roll. The Creative Consultant were engaged for discharging certain duties on the basis of Rs. 200 per day and they may have made payment of Rs. 1,000 to the claimant.

The reference is replied thus :

The contention of the All India Allahabad Bank Employees Association, New Delhi that Sh. Rajinder Prasad was a workman of Allahabad Bank is not correct. The action of the management of Allahabad Bank in terminating his services w.e.f 9-10-1996 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 15-4-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

का.आ.1102.—ऑडिगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना चाहे के प्रबंधतात्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑडिगिक विवाद में केन्द्रीय सरकार औडिगिक अधिकारण/क्रम नियायालय नं.-2, नई दिल्ली के पंचाट (संदर्भ संख्या 81/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2008 को प्राप्त हुआ था।

[ का. सं. एल-12012/62/2000-आईआर (ची-II) ]

राजिन्द्र कुमार, डेक्क अधिकारी

New Delhi, the 22nd April, 2008

**S.O. 1102.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 81/2000) of the Central Government Industrial Tribunal cum-Labour Court No.2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Dena Bank, and their workmen, received by the Central Government on 21-4-2008.

[F. No. L-12012/62/2000-IR(B-II)]

RAJINDER KUMAR, Desk Officer

**ANNEXURE**

**BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

**PRESIDING OFFICER: R. N. RAI**

LD. No. 81/2000

**IN THE MATTER OF:**

Sh. Honsla Prasad Singh,

Vill: Tokla, P.O. Jamu Kalan, Tehsil: Akbarpur,  
Faizabad (UP). —Claimant

*Versus*

The General Manager, Dena Bank,

Second Floor, Keltron Chamber, 18/7-8

Arya Samaj Road, Karol Bagh,

New Delhi-110005. —Respondent

**AWARD**

The Ministry of Labour by its letter No. L-12012/62/2000-IR(B-II) Central Government Dt. 28-07-2000 has referred the following point for adjudication:

The point runs as hereunder:—

“Whether the action of the Regional Manager, Dena Bank, Karol Bagh, New Delhi in dismissing the services of Sh. Honsla Prasad Singh, S/o. Late Sh. Rameshwar Singh, Ex. Water Boy-cum-Sepoy w.e.f. 7-1-1992 is legal and justified? If not, then what relief the said workman is entitled to and from what date.”

The case of the workman is that he was given appointment to the post of Water Boy/Sepoy on compassionate ground. He was discharging duties of Daftari at the time of his dismissal. The further case of the workman is that he was not paid proper suspension allowance. He was entitled to full salary after one year of suspension. The inquiry was delayed on the part of the management.

He was entitled to full salary after one year of his suspension as per the BPS. He was served a charge-sheet on 02-06-1990 in which it was alleged that he had stolen two demand draft leafs no. 403370 and 403371 from the numbered stock-security item received by the Patiala Branch from the Painting and Stationery Department, Bombay.

It has been further alleged in the charge-sheet that one leaf bearing no. 403371 was unauthorisedly used for Rs. 2 Lacs draft in favour of Sh. Ajit Singh fixing fake rubber stamp of Ville Park, East Mumbai under the forged signatures of two officers bearing power of attorney C-4440 and B-634 on the said stolen demand draft leaf and the name Patiala Branch was written.

It has been further alleged that the workman after stealing the two leafs forged the signatures of the officers concerned and delivered this fake demand draft to one Sh. Mohan Singh alias Ajit Singh, S/o. Sh. Harnam Singh, R/o. Professor Colony, Patiala and has got the said cheque encashed with his connivance.

That the management constituted an inquiry. The workman participated in the inquiry but defence assistant was not provided to the workman. He cross-examined the witnesses himself. He was not well acquainted with the art of cross-examination and with the English language, so he was denied the opportunity of valid cross-examination.

That the handwriting of the workman was compared by handwriting expert from his specimen signature taken from the records and disputed signatures on the demand draft.

That the Inquiry Officer in collusion with the management found the charges proved. The DA after pre-decisional hearing proposed the punishment of dismissal and the AA confirmed the decision of the DA. The DA & AA did not apply their mind.

The case of the management is that the workman was discharging the duties of Daftari and he was asked to enter demand draft leaves in the register and while entering the demand draft in the register he stole two leafs of the demand draft and prepared a draft of Rs. 2 Lacs forging the signatures of the officers. The workman himself lingered the inquiry. His handwriting on the draft was compared with specimen signature. The handwriting expert's opinion was obtained and the handwriting expert confirmed that the specimen signature and the disputed signature on demand draft are of one and the same person.

That the workman was afforded ample opportunity to cross-examine the witnesses. He lingered the inquiry himself. He cross-examined the witnesses in detail and the Inquiry Officer after analyzing the evidence has given his findings and he found the charges proved. It was a serious misconduct. The DA after pre-decisional hearing imposed

the punishment of dismissal without notice and the A.A. confirmed the same. The principles of natural justice have been followed.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

**Evidence of both the parties has been taken.**

Heard argument from both the sides and perused the papers on the record.

From perusal of the inquiry proceedings of the Inquiry Officer it transpires that the management has examined two witnesses and the workman has intelligently cross-examined these two witnesses. It cannot be said that the workman was not well aware of the English language and he was not expert in cross-examination. He was given ample opportunity to engage his own defence representative but the workman agreed that he would himself cross-examine the witnesses and he cross-examined the witnesses.

MW1 has stated in his cross-examination that the entry made by the workman in Annexure-3 are in the writing of the workman Sh. H.P. Singh. He has made entries of Log No. 3009001 to 3009010 and 3009101 to 300930. The entries in the security register were made by Sh. H.P. Singh. The entries of 21-05-1990 has been made by Sh. H.P. Singh.

This witness has also stated that Sh. J.B. Agarwal received the parcel containing the draft blocks and he instructed Sh. H.P. Singh to enter these in the security ledger but entries were not made by him due to some ulterior reasons. When draft leafs were counted on 21-05-1990 two leafs were found short. This witness has proved that Sh. J.B. Agarwal directed this workman to make entries of the demand draft blocks but he intentionally did not do it. He took away the two leafs.

MW1, Sh. S. P. Duggal, Accountant working at Dena Bank, Patiala Branch, it cannot be said that this workman was not aware of the handwriting of the workman. The management has produced Mr. J.B. Agarwal posted in branch as Manager. He has stated in his cross-examination that besides the Manager and account holder one Police Officer who was called at the bank was there. The culprit told the police that Sh. H.P. Singh has handed over the prepared draft to him which was presented to Central Bank of India from Dena Bank for payment.

The culprit was handed over to the Police and FIR was lodged. The culprit, Sh. Mohan Singh alias Ajit Singh was the account holder and he confessed before one Police Officer and the Branch Manager that the workman H.P. Singh gave him draft for encashment. Sh. H.P. Singh was Daftari and he handled all such stationary items and

handwriting report clearly shows that the handwriting on the draft clearly matches with the specimen handwriting of Sh. H.P. Singh.

The workman has cross-examined these two witnesses in detail and has asked intelligent questions. These witnesses have replied to his cross-examination questions. The inquiry was delayed at the instance of the workman. He sought several opportunities for bringing some defence representative but ultimately he agreed that he would himself cross-examine the management witnesses. The proceedings of the inquiry discloses several adjournments were sought by the workman.

The delay in the inquiry cannot be attributed to the management. As per the BPS if delay is caused by the workman he is not entitled to full salary after one year of suspension.

I have perused the original report of the handwriting expert. The handwriting expert has compared the disputed writing on the draft with specimen writing of the workman. The workman stated in representation that the disputed writing on the draft should be compared with his original writings. It is not disputed that the comparison has not been made from the admitted specimen writing of the workman with the disputed writing on the draft. The management did not examine the handwriting expert. The workman made representation that handwriting expert should be compared by some government handwriting expert but this was not agreed to by the management.

The handwriting expert was summoned by this court but a report has been filed that the handwriting expert is no longer alive.

The workman in his cross-examination has admitted that he used to enter the demand draft books received from the bank's H.O. in the register maintained in the bank branch office at Patiala.

He has admitted that the bank did not take his original handwriting but his handwriting was taken from the previous record available in the bank and was sent to the handwriting expert. It is not denied by the workman that the handwriting expert did not compare his specimen handwriting with the disputed handwriting.

The comparison with specimen handwriting is more authentic than those of the original writing. In the original writing an employee can bring artificiality whereas as his specimen handwriting is natural.

The workman has further admitted that he came to know later on that Mohan Singh alias Ajit Singh was arrested by the Police and he made him as accomplice in the crime.

Thus, it stands abundantly proved that Sh. Mohan Singh alias Ajit Singh confessed before the Bank Manager and the Police Authority that the prepared drafts were handed over to him for encashment by Sh. H. P. Singh.

The workman has further admitted that his defence representative did not come due to terrorism in Punjab. He has also stated that he had no document to prove that he made request to the Inquiry Officer for bringing his defence representative. He has also stated that he did not remember whether the Inquiry Officer gave him opportunity to produce evidence in his defence.

From perusal of the inquiry proceedings it becomes quite obvious that the workman was instructed to bring his defence representative but he himself undertook to cross-examine the witnesses. The Inquiry Officer gave him sufficient opportunity to adduce evidence in his defence but he stated that he will give only written argument by way of defence. Thus, from the inquiry proceedings and the statement of the workman in the Court it becomes quite obvious that it was his duty to enter draft in the security register. He stole away two leafs and made a draft of Rs. 2 Lacs forging the signatures of the officers concerned. He handed over the forged draft of Rs. 2 Lacs to Sh. Mohan Singh alias Ajit Singh, account holder. On suspicion it was verified from the concerned branch and it was found that two demand draft leafs were missing and one leaf was used for preparing of Rs. 2 Lacs draft. The workman forged the signatures of the concerned officer. The workman is not entitled to full salary after one year of suspension.

The Inquiry Officer has analyzed the evidence and he has followed the principles of natural justice.

It has been held by the Hon'ble Supreme Court in 1961 (I) LLJ 504 as under :—

"While it will be unwise and indeed impossible to try to lay down a general rule in the matter, the ordinary rule should in our opinion be that such representation by an Officer of the Trade Union should continue throughout the proceedings in the absence of exceptional circumstances which may justify the Tribunal to permit other representation of the workman concerned."

From the perusal of this judgment it becomes quite obvious that the Tribunal can permit other representations of the workman concerned in view of this case law and the workman has been permitted to file claim himself. So there is proper espousal of this case.

"In a domestic inquiry the strict and sophisticated rules of evidence under the Evidence Act may not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and credibility. The departmental authorities and administrative tribunals must be careful in evaluating such material and should not glibly swallow what is strictly speaking not relevant under the Evidence Act."

"The sufficiency of evidence in proof of the finding by a domestic tribunal is beyond scrutiny. Absence of any evidence in support of a finding is certainly available for the court to look into because it amounts to an error of law apparent on the record."

It has been held in 1972 (25) FLR 45 as under :—

"An industrial Tribunal would not be justified in characterizing the finding recorded in the domestic inquiry as perverse unless it can be shown that such a finding is not supported by any evidence, or is entirely opposed to the whole body of the evidence adduced before it. In a domestic inquiry once a conclusion is deduced from the evidence, it is not permissible to assail that conclusion even though it is possible for some other authority to arrive at a different conclusion on the same evidence."

It has been held in this case that in domestic inquiry evidence of a solitary witness is sufficient to hold the charges proved.

It has been held in 2001 (89) FLR 427 as under :—

"It is well settled that a conclusion or a finding of fact arrived at in a disciplinary inquiry can be interfered with by the court only when there is no material for the said conclusion, or that on the materials, the conclusion cannot be that of a reasonable man."

From perusal of this judgment it becomes quite obvious that the Tribunal can interfere with the findings of the Enquiry Officer in case it is perverse. The Enquiry Officer has based his findings on oral as well as documentary evidence. It cannot be said that there is absolute absence of any evidence in support of the findings of the Enquiry Officer. The inquiry is fair and the punishment for misconduct is not harsh.

The reference is replied thus :

The action of the Regional Manager, Dena Bank, Karol Bagh, New Delhi in dismissing the services of Sh. Honsia Prasad Singh, S/o. Late Sh. Rameshwar Singh, Ex. Water Boy cum Sepoy w.e.f. 07-01-1992 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 16-04-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

का.आ. 1103.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद चैक के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम

न्यायालय नं-2, नई दिल्ली के पंचाट (संदर्भ संख्या 15/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2008 को प्राप्त हुआ था।

[फार्स. एल-12011/147/2005आईआर (भी-II)]  
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd April, 2008

**S.O.1103.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.15/2006) of the Central Government Industrial Tribunal cum-Labour Court No.2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Allahabad Bank, and their workmen, which was received by the Central Government on 21-4-2008.

[F No. L-12011/147/2005-IR(B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

**PRESIDING OFFICER: R.N.RAI** ID No. 15/2006

#### IN THE MATTER OF:

Sh. G. K. Kaushik,  
S/o. Sh. Mahavir Sharan Sharma,  
C/o. R. S. Saini, Advocate,  
115, Yadav Park, Ext. Najafgarh Road,  
Nangloi, Delhi-110 041. —Claimant

#### VERSUS

The Asstt. General Manager/Dy. Gen. Manager,  
Allahabad Bank,  
Regional/Zonal Office: 17,  
Parliament Street,  
New Delhi-110 001. —Respondents

#### AWARD

The Ministry of Labour by its letter No. L-12011/147/2005-IR(B-II) Central Government Dt. 23-02-2006 has referred the following point for adjudication :

The point runs as herenunder :—

“Whether the action of the Asstt. General Manager, Regional Office, Allahabad Bank, Parliament Street, New Delhi passing the order of dismissal of Sh. G. K. Kaushik, Ex. Hd. Cashier “E” w.e.f. 07-02-1995 is just, fair and legal ? If not, to what relief the workman is entitled and from which date.”

The case of the workman is that the workman was put under suspension by order dated 18-09-1992 and the

bank also filed an FIR No. 348 dated 18-09-1992 on the basis of suspension order. That the workman was served charge-sheet on 19-05-1992.

That the bank did not furnish the list of documents and witnesses at the time of delivery/issuance of charge-sheet as per the law.

That the workman requested the management to utilize the services of a lawyer but the management refused. The workman however, was compelled himself to cross-examine the witnesses and he cross-examined the witnesses but he had no experience of cross-examination and the management did not provide him defence assistance.

That none of the management witness have supported the alleged charges. That the workman has no idea regarding the inquiry proceedings. The Inquiry Officer has exceeded his power/limit and treated beyond his capacity and failed to give fair, proper and reasonable opportunity to the workman.

The case of the management is that Sh. Kaushik had misappropriated money and he was responsible for the shortage of cash. It was brought to the notice of the management by the Reserve Bank of India as the currency notes packets which were initialed by Sh. Kaushik were found short. The inquiry was instituted against him as he was Hd. Cashier and he was given an important assignment of acting as custodian of the public money.

It was his duty to ensure that there should be no shortage or misappropriation of cash by the workman.

That the principles of natural justice have been followed. The workman has cross-examined all the witnesses. There is no provision to provide a lawyer as defence assistant. The workman has cross-examined all the witnesses and made representation to the DA regarding proposed punishment.

That the orders of the DA and AA are reasoned one. The Inquiry Officer has based his findings on proper analysis of evidence.

The article of charges framed against the workman is as under :—

- While taking out cash from the cash kept in joint custody, you were required to put your signatures on the cash balance book each day on the folio meant for cash taken out. You were in the habit of taking out cash without putting your initials on the cash balance book.
- You were in the habit of handing over/receiving cash to/from the payment/receiving cashier without recording any details and particulars in the cashiers payment book and also without obtaining any acknowledgement from the payment cashier.

- (c) You also allowed transaction between the cashiers viz, delivery of cash by the receiving cashier to paying cashier and vice versa without any entry to this effect in the separate book maintained for this purpose and without obtaining their signatures in token of acknowledgement.
- (d) The cash payments made by the payment cashier were not being recorded in the payment book at the time of making payment nor were the payment vouchers serially numbered by the cashiers. The payments were recorded in the payment book in one stroke in the evening. The totals of the payment book were not compared and balanced properly. The aggregate payment in cash payment book did not tally with cash scroll on many occasions before the cash was closed.
- (e) The RBI vide their following letters/have debited the bank the following amounts being found short in the currency note packets counted and initialed by you.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken. Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that no lawyer or defence assistant was provided to him to cross-examine the witnesses. It is settled law that the management may not provide a lawyer as defence representative. The workman has cross-examined the witnesses so no prejudice has been caused to the workman.

It was further submitted that it is a case of no evidence. The Inquiry Officer has given his cryptic findings. The witnesses have not deposed against this workman still the Inquiry Officer held all the charges proved against the workman.

The Inquiry Officer has given his findings on 06-09-1994, the Inquiry Officer has relied on the evidence of MW4 who has deposed that by committing irregularity the workman intended defraud the bank. MW4 has also deposed that a huge shortage was found on 17-09-1992 in the bank. The Inquiry officer has not analyzed the evidence of the other witnesses. He has mentioned the evidence of MW4 only and the evidence of no other witness. He has given finding to all the 4-5 charges in one page. The findings of the Inquiry Officer are not based on analysis of

evidence and they are cryptic and no reason has been assigned to hold the charges proved separately.

Sh. A. K. Nagar, Sr. Manager has admitted in his cross-examination that the Hd. Cashier has also to put his initials both in the morning at the time of taking out cash from the strong room as well as keeping back the cash in the evening, the Hd. Cashier is supposed to verify all the details and after satisfying himself he has to put his initials/signatures on the cash scroll book/payment scroll book.

This witness has also stated in his cross-examination that after a bundle is made the receipt cashier will deposit the bundle to the Hd. Cashier after initialing but some time the exchange of bundles and lose notes are made by the Hd. Cashier and the Payment Cashier and vice versa. This type of exchange initialing on the bundle is not generally made.

He has also stated that sometimes the cashier received the cash and sometime the Hd. Cashier receive the cash as per need. He has further stated that he could not identify the initial on document no. 77 filed by the management MEB.

This witness has also stated in his cross-examination that it is the duty of the receipt cashier to get the notes received by him is bundled and handed it over to Hd. Cashier after putting his initials on the packets and he has to verify the number of notes in each bundle before putting his initials.

From the above it becomes quite obvious that it is the duty of the cashier as well as Hd. Cashier to initial the bundle.

In the instant case no charge-sheet has been given to the Cashier though admittedly it was also his duty to initial the bundles.

Five charges have been framed against the workman. The first charge is regarding taking out cash without putting his initials on the cash balance book. It may be left by mistake. No other incidence has been brought to my notice that the cash was found short at any point of time.

The second charge is regarding the habit of the workman handing over/receiving cash to/from the payment without recording any details or particulars in the cash payment book.

The third charge is that he allowed transaction between the cashiers. The delivery of cash by the receiving cashier to paying cashier and vice versa without any entry to the effect in the separate book.

The fourth charge is that the payment vouchers were not serially bundled by the cashier. The totals were not compared and balanced properly. He did not tally the cash scroll book on many occasions.

The fifth charge is that on 23-12-1993 two notes, one defective note and two short notes of 100 denomination were found and on 30-12-1993 three notes of 100 denomination were found short.

Thus, the fifth charge is regarding shortage of five notes of 100 denominations amounting to Rs. 500 on two occasions i.e. on 13-12-1993 and 30-12-1993 and this fact was brought to the notice of the bank by the RBI.

The management witness has admitted that it was the duty of the cashier as the Hd. Cashier to count and verify the notes and then initial. The cashier was also responsible, if some notes were found short, he has also to initial the bundle. The management witness has deposed that sometimes in case of flow of heavy cash sometimes the bundles are not counted. There is shortage of only five notes and it cannot be said by any stretch of imagination that the workman has any mala fide intention to misappropriate the money. Had he any mala fide intention then he would have misappropriated crores of Rupees as he has to count and initial the notes of 500 and 1000 denominations also.

It may be a bona fide mistake either by the cashier or by the Hd. Cashier or even the RBI Officials. So charge no. 5 cannot be said to be a charge of misappropriation. It may be atleast an act of negligence, in such case the management should recover the loss caused from the responsible officials. It cannot be termed as mala fide intention to misappropriate the money.

So far as the other charges are concerned, even if found proved, these are mere irregularities.

I have perused the evidence of the other witnesses who have deposed in the inquiry. They have not said anything specifically. At worst, the workman was negligent in not putting his initials and signatures on the relevant scroll book. No embezzlement has been alleged against him. In fact he has committed some irregularities and minor punishment was sufficient in the facts and circumstances of the case.

It is settled law that the inquiry is not an empty formality. It was the duty of the management to point out the dates on which this workman failed to sign different registers. In routine course of duty there may be some omissions of putting signatures. The workman should not be dismissed for such irregularities and omissions. The findings of the Inquiry Officer are perverse.

It was the duty of the Inquiry Officer to find every charge proved by giving separate findings and stating the statement of the witnesses supporting charges.

It appears that the Inquiry officer has hastily concluded the inquiry and held the workman guilty of all the charges with his cryptic finding of one page.

The management has also not applied its mind. The DA has not considered the points raised by the workman in his representation.

In the facts and circumstances of the case it is held that charge no. 1 to charge no. 4 are only mere act of negligence/omissions and charge no. 5 is also a result of negligence either by the cashier or by the Hd. Cashier or of the officials of the RBI.

No employee who has rendered such a long service and who has received letters of appreciation will have mala fide intention to misappropriate Rs. 500 by putting two notes short of 100 denominations in one packet and three notes short of 100 denominations in the other packet.

After perusing the inquiry proceedings I am of the considered view that the workman has committed minor misconduct. He has no intension to misappropriate money and he has been harshly punished for his omission/acts of negligence. The charges are not so grave that the workman should be dismissed from service. The findings of the Inquiry Officer and orders of the DA and AA are liable to be set aside and it is hereby set aside.

So far as back wages are concerned the workman was dismissed from service in 1995 and he has raised the case before the Conciliation Officer in 2003 i.e. after extraordinary delay of eight years. There is no explanation of such delay. In case he was reinstated with full back wages he would get premium for extraordinary delay.

If the charges are found proved and the inquiry is held to be fair the major punishment of dismissal is excessive. There is no allegation of misappropriation. All the charges if held proved constitute minor misconduct. The punishment of dismissal is harsh and disproportionate.

In the facts and circumstances of the case the workman is entitled to reinstatement after stopping four (04) increments with cumulative effect and 40% back wages.

The reference is replied thus :—

The action of the Asst. General Manager, Regional Office, Allahabad Bank, Parliament Street, New Delhi passing the order of dismissal of Sh. G. K. Kaushik, Ex. Hd. Cashier "E" w.e.f. 07-02-1995 is neither just nor fair nor legal. The workman is entitled to be reinstated after stopping four (04) increments with cumulative effect along with 40% back wages and continuity of service within two months from the date of the publication of the award. Date : 10-04-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

का.आ 1104.—ऑर्डोरिंग विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतात्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑर्डोरिंग विवाद में केन्द्रीय सरकार ऑर्डोरिंग अधिकरण/प्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 60/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2008 को प्राप्त हुआ था।

[फा. सं. एल-12012/31/96-आईआर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd April, 2008

**S.O. 1104.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/1997) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 21-4-2008.

[F. No. L-12012/31/96-IR(B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. RAJ

LD. No. 60/1997

Present : J. BUTHER —Claimant  
RAJAT ARORA —Respondent

#### IN THE MATTER OF:

Sh. S. K. Arora,  
R/o. B-146, Derawal Nagar,  
New Delhi-110009 ..Claimant

#### VERSUS

The Zonal Manager,  
Bank of India,  
Jeevan Bharti Building,  
Tower-I, 124, Cannaught Circus,  
New Delhi. ...Respondents

#### AWARD

The Ministry of Labour by its letter No. L-12012/31/96-IR(B-II) Central Government Dt. 3/12-5-1997 has referred the following point for adjudication :

The point runs as hereunder :—

“Whether the action of the management of Bank of India in dismissing Sh. S.K. Arora, special Assistant, Mayapuri Industrial Area Branch is legal and justified? If not, to what relief the concerned workman is entitled.”

The case of the workman is that he was engaged as Typist cum Clerk in Bank of India at Delhi w.e.f. 12-12-1972. That in November, 1993 the workman was served with charge-sheet dated 10-11-1993 issued by then Dy. General Manager of the bank on two charges framed against him under Clause 19.5 (1) & 19.5(c) of the BPS dated 9-10-1966.

That proper inquiry was not held. The workman was not given opportunity to cross-examine the witnesses and to adduce his own witness. The management illegally terminated the services of the workman. The findings of the Inquiry Officer are perverse. His explanation before serving charge-sheet was not considered. The workman has committed only a minor misconduct whereas major punishment has been given to him. The punishment is not justified.

The case of the management is that the workman was in the habit of remaining unauthorisedly absent. He was given warnings two times on 1-10-1983 and 5-8-1995. He was given censure entry on 6-3-1986 and his one increment was stopped with cumulative effect by order dated 14-1-1991.

That the workman was absent for 181 days from April, 1993 to 9-11-1993. The total number of working days of unauthorized absence in his entire service period reached to 2232 days.

That a proper inquiry was held and the Inquiry Officer found the charges proved. The DA gave him show cause notice of proposed punishment and the AA also considered representations made by him. The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted that the workman has not been afforded sufficient opportunity to cross-examine the witnesses and to adduce his own evidence. The findings of the Inquiry Officer are perverse. The DA acted with a closed mind.

It was submitted from the side of the management that the workman participated in the inquiry. He cross-examined the witness. He was given the right of hearing after inquiry.

The workman has admitted in his cross-examination that he had participated in the departmental inquiry held against him. He was supplied with the copies of the documents relied on by the department. His representative Sh. Naresh Chaturvedi pleaded his case before the Inquiry Officer regularly except one or two occasions. He has also admitted that after the inquiry he was given personal hearing.

I have perused the inquiry. From the inquiry proceedings it becomes quite obvious that the workman was given sufficient opportunity to cross-examine the witnesses of the management and he has been given sufficient opportunity to adduce his own evidence. The workman has been given personal hearing before awarding of the punishment.

It has been held in 2008 (116) FLR 1139 by the Hon'ble Apex Court as under :

"Powers of Labour Court—dismissal of workman—On charge of unauthorized absence—After valid enquiry—Punishment of dismissal found too harsh and disproportionate to gravity of charge—And therefore the Labour Court set aside the order of dismissal and directed reinstated without back wages—And awarded punishment of stoppage of four increments with cumulative effect—Labour Court and High Court were not justified in directing the reinstatement by interference with order of dismissal—orders are according are set aside."

From perusal of the judgment it becomes quite obvious that the Tribunal or High Court are not justified in directing reinstatement by interference with the order of dismissal.

It has been held by the Hon'ble Supreme Court in 1961 (1) LLJ 504 as under :—

"While it will be unwise and indeed impossible to try to lay down a general rule in the matter, the ordinary rule should in our opinion be that such representation by an Officer of the Trade Union should continue throughout the proceedings in the absence of exceptional circumstances which may justify the Tribunal to permit other representation of the workman concerned."

From the perusal of this judgment it becomes quite obvious that the Tribunal can permit other representations of the workman concerned in view of this case law and the workman has been permitted to file claim himself. So there is proper espousal of this case.

"In a domestic inquiry the strict and sophisticated rules of evidence under the Evidence Act may not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and credibility. The departmental authorities and administrative tribunals must be careful in evaluating such material and should not glibly swallow what is strictly speaking not relevant under the Evidence Act."

"The sufficiency of evidence in proof of the finding by a domestic tribunal is beyond scrutiny. Absence of any evidence in support of a finding is certainly available for the court to look into because it amounts to an error of law apparent on the record."

It has been held in 1972 (25) FLR 45 as under :—

"An industrial Tribunal would not be justified in characterizing the finding recorded in the domestic inquiry as perverse unless it can be shown that such a finding is not supported by any evidence, or is entirely opposed to the whole body of the evidence adduced before it. In a domestic inquiry once a conclusion is deduced from the

evidence, it is not permissible to assail that conclusion even though it is possible for some other authority to arrive at a different conclusion on the same evidence."

It has been held in this case that in domestic inquiry evidence of a solitary witness is sufficient to hold the charges proved.

It has been held in 2001 (89) FLR 427 as under :—

"It is well settled that a conclusion or a finding of fact arrived at in a disciplinary inquiry can be interfered with by the court only when there is no material for the said conclusion; or that on the materials, the conclusion cannot be that of a reasonable man."

From perusal of this judgment it becomes quite obvious that the Tribunal can interfere with the findings of the Enquiry Officer in case it is perverse. The Enquiry Officer has based his findings on oral as well as documentary evidence. It cannot be said that there is absolute absence of any evidence in support of the findings of the Enquiry Officer.

The workman has not taken the case that he was not medically fit to resume his duties. He was absent for 181 days in 8 months and in 1983 & 1985 he was given warnings. Censure entry was also given on 6-3-1986. His one increment was stopped on 14-1-1991. So the workman was in the habit of remaining unauthorisedly absent on more than three occasions. He has been given warnings and punishment, so the act of unauthorized absence of the workman is gross-misconduct. The total unauthorized absence during his employment is 2232 days. He did not improve himself after censure entries and after warnings. The management has rightly passed the order of dismissal under the provisions of BPS after holding proper inquiry.

The reference is replied thus :—

The action of the management of Bank of India in dismissing Sh. S.K. Arora, Special Assistant, Mayapuri Industrial Area Branch is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Dated 11-4-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

का.आ. 1105.—जैवोगिक विकास अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार भैं, कोन्डीय सरकार सेन्ट्रल बैंक और हड्डिया के प्रबंधतार्द के सबहु नियोजकों और उनके कमीकरणों के बीच, अनुसंध में निर्दिष्ट औद्योगिक विवाद में कोन्डीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 8/1993) को प्रकाशित करती है, जो कोन्डीय सरकार को 21-4-2008 को प्राप्त हुआ था।

[का. सं. एल-12012/329/92-आईआर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd April, 2008

S.O. 1105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/1993) of the Central Government Industrial Tribunal-cum-Lab

Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 21-4-2008.

[F. No. L-12012/329/92-IR(B-II)]

RAJINDER KUMAR, Desk Officer  
ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R. N. RAI

I.D. No. 08/1993

IN THE MATTER OF:

Sh. V. K. Malik,  
R/o. H. No. 1336, Sector 9,  
Faridabad. ....Claimant

VERSUS

The Dy. General Manager,  
Zonal Office, Link House,  
4, Bahadur Shah Zafar Marg,  
New Delhi-110002 ....Respondents

AWARD

The Ministry of Labour by its letter No. L-12012/329/92-IR(B-II) Central Government Dt. 21-12-1992 has referred the following point for adjudication:

The point runs as hereunder:—

"Whether the action of the management of Central Bank of India in dismissing the services of Sh. V. K. Malik, w.e.f. 27-2-89 is justified? If not, to what relief the workman is entitled?"

The case of workman is that while in service of the respondent he was served with a charge-sheet dated 7-4-1984 after delay of about three months and he was served another chargesheet after a delay of fourteen months after placing the workman under suspension.

That proper departmental inquiry was not held by the management. The management suspended the workman on 27-4-1984. The management constituted a departmental inquiry and two charges were served without giving any opportunity to submit his explanation.

That the P.O. produced as many as 80 document to sustain the charges framed against the workman but the workman was not provided with the copies of the documents.

That the Inquiry Officer did not consider the request of the workman to engage a lawyer for his defence at the inquiry.

That the workman was not given any opportunity to adduce his own evidence.

The case of the management is that the workman was appointed in Clerical Cadre in 1971. He was involved

in acts of fraudulent. When he was asked about the withdrawal he deposited the amount in the bank while admitting that he has made payment wrongly. He was issued memo on 1-3-1984 when his explanation was not found satisfactory. A chargesheet dated 23rd July, 1984 was served on him.

It transpires from perusal of the record that the workman has forged the signatures of so many account holders and had withdrawn the amount himself. The amount so withdrawn is Rs. 67,500. Further he forged the signatures of other account holders and withdrew the amount aggregating Rs. 4,955. Charge-sheet was served on him with details of amount, number of withdrawal vouchers and date.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken

Heard argument from both the side and perused the papers on the record.

It was submitted from the side of the workman that two chargesheets were issued to him. The chargesheets are themselves vague. The second chargesheet was issued after a delay of 14 months from the first charge-sheet. All the complainants and the customers have not been examined by the bank.

The workman was not permitted to engage a lawyer to cross-examine the witness, so he could not cross-examine all the witnesses. Principles of natural justice have not been followed in the inquiry.

From perusal of the inquiry proceedings it transpires that the workman has forged the signatures of Smt. Saray, A/c. No. 10446 and he has fraudulently withdrawn Rs. 18,000 from her account. He has forged the withdrawal forms of Chaman Lal, A/c. No. 3396 and he has fraudulently withdrawn Rs. 17,500. The workman has fraudulently withdrawn Rs. 2,500 from the account of Sh. S.C. Seth, A/c. No. 12086.

The management during the course of inquiry examined Sh. O.P. Mehta, MW1 & MW2 Sh. Jaber Singh Verma customer of the bank and he has been given sufficient opportunity to cross-examine the witnesses but he put a few questions only and he wanted that he should be provided a lawyer to defend himself.

The Inquiry Officer has supplied to the workman the copies of all the documents. It is true that he has not been supplied with the copies of the Pass Books. Only one customer was examined. This workman has admitted in his cross-exam that no lawyer appeared on behalf of the management during the inquiry. He had cross-examined the witness produced by the management. He has further admitted that he has taken three adjournments for production of his witnesses but he did not produce any evidence. He has also admitted that he was given an

opportunity of being heard.

It has been held by the Hon'ble Supreme Court in 1961 (I) LLJ 504 as under :—

"While it will be unwise and indeed impossible to try to lay down a general rule in the matter, the ordinary rule should in our opinion be that such representation by an Officer of the Trade Union should continue throughout the proceedings in the absence of exceptional circumstances which may justify the Tribunal to permit other representation of the workman concerned."

From the perusal of this judgment it becomes quite obvious that the Tribunal can permit other representations of the workman concerned in view of this case law and the workman has been permitted to file claim himself. So there is proper espousal of this case.

"In a domestic inquiry the strict and sophisticated rules of evidence under the Evidence Act may not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and credibility. The departmental authorities and administrative tribunals must be careful in evaluating such material and should not glibly swallow what is strictly speaking not relevant under the Evidence Act."

"The sufficiency of evidence in proof of the finding by a domestic tribunal is beyond scrutiny. Absence of any evidence in support of a finding is certainly available for the court to look into because it amounts to an error of law apparent on the record."

It has been held in 1972 (25) FLR 45 as under :—

"An industrial Tribunal would not be justified in characterizing the finding recorded in the domestic inquiry as perverse unless it can be shown that such a finding is not supported by any evidence, or is entirely opposed to the whole body of the evidence adduced before it. In a domestic inquiry once a conclusion is deduced from the evidence, it is not permissible to assail that conclusion even though it is possible for some other authority to arrive at a different conclusion on the same evidence."

It has been held in this case that in domestic inquiry evidence of a solitary witness is sufficient to hold the charges proved.

It has been held in 2001 (89) FLR 427 as under :—

"It is well settled that a conclusion or a finding of fact arrived at in a disciplinary inquiry can be interfered with by the court only when there is no material for the said conclusion; or that on the materials, the conclusion cannot be that of a reasonable man."

From perusal of this judgment it becomes quite obvious that the Tribunal can interfere with the findings of the Enquiry Officer in case it is perverse. The Enquiry

Officer has based his findings on oral as well as documentary evidence. It cannot be said that there is any absence of any evidence in support of the findings of the Enquiry Officer.

The witnesses have stated that all the withdrawal forms were in the handwriting of the workman and he has himself withdrawn the amounts from various account of the account holders. He also deposited the amount when he was asked to explain the signature on the withdrawal forms which did not tally with the signature of the management. Thus, during the inquiry it was found that the workman has prepared the withdrawal vouchers in his own handwriting and he has withdrawn money fraudulently from the account of 10446, 7150, 3396, 2335, 12086, 11574, 7794. Thus, the workman has withdrawn heavy amount from the accounts of at least seven customers of the bank.

The management has followed the principles of natural justice. It is settled law that the workman has no right to be represented by a lawyer when there is no legal advisor on behalf of the management. The workman has admitted that the management did not engage any lawyer. The delay was caused because it took time in detecting the fraudulent withdrawal. There is no extra-ordinary delay.

The workman has fraudulently withdrawn almost approximately Rs. 75,000 by forging the withdrawal vouchers of at least seven account holders. It is well proved at least by one customer and the other management witnesses. He has committed grave misconduct.

I have perused the findings of the Inquiry Officer. The findings of the Inquiry Officer are based on the analysis of oral evidence as well as documentary evidence. The Inquiry Officer has rightly found the charges proved. The DA and AA has considered the representations of the workman. The inquiry is valid. The punishment imposed is also proper. No interference is required.

The reference is replied thus :—

The action of the management of Central Bank of India in dismissing the services of Sh. V. K. Malik w.e.f. 27-2-1989 is justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Dated 10-4-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

का.आ. 1106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार ये, केन्द्रीय सरकार फैजार य सिन्ध बैंक के प्रबंधतात्र के संबंध नियोजकों और उनके कमिकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/प्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 37/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2008 को प्राप्त हुआ था।

[का. सं. एल-12012/406/92-आईआर(वी-II)]

राजिनद चूपार, देव अधिकारी

New Delhi, the 22nd April, 2008

**S.O. 1106.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/1993) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 21-4-2008.

[E. No. L-12012/406/92-IR(B-II)]

**RAJINDER KUMAR**, Desk Officer  
ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

**PRESIDING OFFICER: R. N. RAI**

LD. No. 37/1993

**IN THE MATTER OF:**

Sh. S. M. Singh Malhotra,  
C/o. Joint Secretary,  
Punjab & Sind Bank Federation,  
Plot No. 73, Plot No. 12,  
Sector 14, Sheetal Apartment,  
Rohini, New Delhi.

...Claimant

**VERSUS**

The Dy. General Manager,  
Punjab & Sind Bank,  
C-14-16, Atma Ram House,  
Connaught Place,  
New Delhi

...Respondents

**AWARD**

The Ministry of Labour by its letter No. L-12012/406/92-IR(B-II) Central Government Dt. 12-4-1993 has referred the following point for adjudication :

The point runs as hereunder :—

"Whether the action of the management of Punjab and Sind Bank deducting sum of Rs. 2232 from the S. B. A/c. No. 2240 of the workman Sh. S. M. Singh Malhotra and not paying AMO allowance to the workman is justified? If not, to what relief the workman concerned is entitled."

The case of the workman is that on 15-1-1991 he was transferred to BO Vasant Vihar Extension Counter, New Delhi. The Union raised the matter regarding his wrong transfer.

The management has admitted that the transfer orders were issued due to misunderstanding and agreed to transfer him back to D.O. Rajouri Garden, New Delhi Branch itself.

That all of sudden on 6-11-1991 a sum of Rs. 2232 was deposited from SB A/c. of the workman without mentioning any notice/intimation whereas some employee junior to him for getting the allowance in various branch of Delhi/New Delhi violating the own circular of the

management of sanction special allowance of CP seniority basis. His allowance for AMO was on permanent basis and it has been illegally withdrawn by the management.

The case of the management is that the special allowance are intended to compensate a workman for performance or on discharge of certain duties. The workman is entitled to special allowance only up to performance of his duties. The claimant was not performing the AMO duties at Vasant Vihar, New Delhi or at BO: Rajouri Garden, New Delhi therefore, he is not entitled to special allowance BO: Vasant Vihar as per the BPS.

That the case does not constitute an industrial dispute as it has not been espoused by substantial number of workmen or union.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was entitled to AMO allowance as it is a permanent nature of allowance.

It was further submitted from the side of the management that the workman did not perform duty on ASCOTA machine as Machine Operator. Payment to him has been made wrongly so it has been rightly deducted from his salary.

The workman has admitted in his cross-examination that no letter was issued to him for appointing him as permanent AMO. He has further admitted that he was not appointed permanent AMO vide any order.

The workman has further admitted that he did not work on the ASCOTA Machine from February, 1991 to October, 1991 but worked up to 7th March. He has further admitted that city seniority has not been decided. He has further admitted in his cross examination that total of amount Rs. 2232 was @ 248 per month from February, 1991 to October, 1991. The management deducted the AMO allowance of the workman from February, 1991 to October, 1991. The workman has admitted earlier that he did not work on ASCOTA Machine from February, 1991 to October, 1991.

Special allowance is given for special duties performed. This workman did not perform job at ASCOTA Machine from February, 1991 to October, 1991 as per his own admission. The amount of Rs. 2232 wrongly paid has been deducted from the account of the workman. The workman did not work as ASCOTA Operator and the city seniority has not been decided. The workman cannot claim AMO allowance without his working as ASCOTA Operator. There is no evidence that employee junior to the workman has been deputed on ASCOTA Machine.

The management has paid him special allowance so long as he worked on ASCOTA Machine as ASCOTA Operator. The workman did not work as a ASCOTA

Operator from February, 1991 to October, 1991 so he was not entitled to any AMO allowance. He has admitted that he was not a permanent AMO. He was appointed AMO for a short period and he was made payment of AMO allowance. He was not appointed as AMO from February, 1991 to October, 1991, so he was not entitled to AMO allowance during that period. The management has rightly deducted the excess amount paid to the workman.

The reference is replied thus :—

The action of the management of Punjab and Sind Bank deducting sum of Rs. 2232 from the S.B. A/c. No. 2240 of the workman Sh. S.M. Singh Malhotra and not paying AMO allowance to the workman is justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 10-4-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

**काला अम 1107.—** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधनात्मक के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में लिए दिए औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारी/क्रम न्यायालय नं. 2, नई दिल्ली के पास (संदर्भ संख्या 168/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2008 को प्राप्त हुआ था।

[ फा. सं. एस- 12011/57/1997-आईआर(बी-II) ]  
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd April, 2008

**S.O. 1107.—** In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 168/1998) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workmen, which was received by the Central Government on 21-4-2008.

[F. No. L-12011/57/1997-IR(B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

**PRESIDING OFFICER: R. N. RAI**

L.D. No. 168/1998

#### IN THE MATTER OF:

Sh. Bahadur Singh Verma,  
C/o. General Secretary,  
All India Allahabad Bank Employees Union,  
Allahabad Bank, Baroda House,  
New Delhi.

...Claimant

#### VERSUS

The Zonal Manager,  
Allahabad Bank,  
Allahabad Bank Merchant Banking Division,  
17, Parliament Street,  
New Delhi- 110001.

...Respondents

#### AWARD

The Ministry of Labour by its letter No. L-12011/57/1997-IR(B-II) Central Government Dt. 24-07-1998 has referred the following point for adjudication :

The point runs as hereunder :—

"Whether the action of the management of Allahabad Bank in treating the leave period w.e.f. 31-8-1995 to 16-9-1995 in respect of Sh. Bahadur Singh Verma, Head Cashier, Rajouri Branch for which he had submitted Medical Certificates, as un-authorized and deducting his salary and allowances correspondingly is legal and justified? If not, to what relief the said workman is entitled?"

The case of the workman is that he submitted leave application supported by medical certificates of Safdarjung Hospital w.e.f. 31-8-1995 to 16-9-1995. The workman on 30-8-1995 while he was on way to home from office was caught hold by certain anti-social elements and they assaulted him with lathi etc near his residence and snatched the key forcibly.

He was seriously injured due to beatings and the Police was informed. He was medically examined at AIIMS on 31-8-1995 and was advised rest from 31-8-1995 to 7-9-1995.

The workman informed the bank on 30-8-1995 through Speed Post on 1-9-1995 explaining the whole situation.

The case of the management is that the workman withheld the keys of the bank for the period 31-8-1995 to 17-9-1995 owing to which the management suffered great inconvenience.

It was further submitted that on 8-9-1995 the management received the treatment form alleged to be the medical certificate. The management did not sanction medical leave on alleged medical certificate as it was not genuine medical certificate. Leave was not granted for the period from 31-8-1995 to 7-9-1995 so there was no question of extension of leave from 9-9-1995 to 16-9-1995.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

The workman has filed WW1, prescription of AIIMS Hospital dated 2-9-1995. It shows that the workman appeared before the Doctor on 2-9-1995 whereas the Doctor has recommended rest from 31-8-1995 to 9-9-1995. It has been also mentioned fitness 9-9-1995. Fitness along with bed rest for a week has been written by the Doctor but the date is 2-8-1995. This prescription shows that the workman has received blunt injury.

It is admitted to the workman that he was Cashier and the keys of the bank were with him. The workman was posted at Delhi Office at that time. The medical prescription does not show that he was seriously injured.

It is admitted that the workman retained the keys of the bank for the period of his alleged sickness, and he did not go to bank to hand over the keys or to inform the bank regarding snatching of the keys. He informed about the incident through Speed post. The workman was not bed-ridden. He should have gone to the bank and informed about the incident but the workman approached to them for the first time on 17-9-1995.

From perusal of WW1, it transpires that the workman for the first time was examined on 2-9-1995 whereas he received the injury on 30-8-1995. The Doctor has made endorsement as under in the medical certificate:

MC w.e.f. 31-8-1995 to 9-9-1995, fitness 9-9-1995, bed rest for a week.

The Doctor has presumed the fitness on 9-9-1995 and he gave the certificate on 2-9-1995 whereas the workman was assaulted on 30-8-1995. The medical certificate filed by the workman does not appear to be genuine one. The management has rightly refused medical leave to the workman. The medical prescription dated 2-8-1995 is antedated.

The reference is replied thus :—

The action of the management of Allahabad Bank in treating the leave period w.e.f. 31-8-1995 to 16-9-1995 in respect of Sh. Bahadur Singh Verma, Head Cashier, Rajouri Branch for which he had submitted Medical Certificates, as unauthorized and deducting his salary and allowances correspondingly is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 11-4-2008.

R. N. RAI, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

का.आ 1108,—ऑफिशियल विवाद अधिनियम, 1947 (1947 का 14) की खण्ड 17 के अनुसरण में, केन्द्रीय सरकार द्वारा ओ. एन. जी. सी. के प्रबंधित के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकारण (स. II) नई दिल्ली के पंचाट (संदर्भ संख्या 220/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-4-2008 को प्राप्त हुआ था।

[फा. सं. एल-30012/95/1997-आईआर (सी-1)]

स्नेह लता जावास, डेस्क अधिकारी

New Delhi, the 22nd April, 2008

S.O. 1108.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 220/1998) of the Central Government Industrial Tribunal (No. II) New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. and their workmen, which was received by the Central Government on 22-4-2008.

[F. No. L-30012/95/97-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R. N. RAI

I.D. No. 220/1998

#### IN THE MATTER OF:

Sh. Babu Singh,  
S/o. Sh. Teg Singh,  
Vill + P.O. Karba,  
Distt: Dehradun (Uttaranchal).

...Claimant

#### VERSUS

The General Manager (Pers.),  
ONGC Tel Bhawan,  
Dehradun (Uttaranchal),  
Pin-248001.

...Respondents

#### AWARD

The Ministry of Labour by its letter No. L-D-8(3)/97-ALC Central Government Dt. 28-10-1998 has referred the following point for adjudication :

The point runs as hereunder :—

“Whether the action of the management of ONGC in removing the casual labour Sh. Babu Singh w.e.f. 9-10-1996 is legal and justified? If not, to what relief the workman is entitled”.

The case of the workman is that the management engaged the workman in the year 1986 and he has been

working regularly with the management. The workman has been working continuously under the Field Party/Geological party No. 82 as casual labour.

That the services of the workman were terminated on 9-10-1996 without payment of any retrenchment compensation.

That the workman worked 240 days every year and the work is of regular nature as the Field Party worked throughout the year independently in investigating Oil all along the year. The work is of regular nature. It cannot be said to be a casual work as it is carried all along the year.

The case of the management is that the claim Suffers from delay and latches and it has been filed with ulterior motives to gain employment with the respondent on false pretex.

That the workman has worked as a casual labour with the Geological Party No. 82 which is a Field Party of the respondent for limited number of days and at different locations. The said work was carried on seasonal basis by the Field Party which carries out geological surveys.

That the job of Field Party is purely of seasonal nature. It is not a regular nature of work. The workman has never been in regular employment of the respondent. His services as casual labour were utilized by the management for the limited period of days for seasonal work and he was paid daily wages on muster roll basis.

The workman is employed by Geological party No. 82 on casual basis for limited period of days only for the field season as casual labour. There has been no violation of any provision of the ID Act, 1947.

The workman has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

**Evidence of both the parties has been taken.**

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he has been working from 1986 to 1996 as casual labour and he has worked for 240 days in every year of his employment. He is entitled to retrenchment compensation and pay in lieu of notice but the management has illegally terminated the services of the workman.

It was submitted from the side of the management that the work is of seasonal nature. The Field Party works for 4-6 months every year and as per work conducted by the Field Party, casual labours are engaged for temporary periods.

From perusal of the rejoinder of the workman it becomes quite obvious that the work of the party is of

seasonal nature but it is not admitted that the work is not on regular basis. Every year the seismic survey is done by the opposite party to locate the possibility of Oil and this survey is the basis of the Oil Companies.

It has been further stated in Para-11 of the rejoinder that it is seasonal work because due to weather condition the work of the parties cannot be seasonal as this work requires the drilling for exploration and in rainy season the water will be filled up in the borings and in the winter the work is stopped due to extreme cold.

The workman in the rejoinder has admitted that the work of Field Party is not done in winter and rainy season. In winter there is extreme cold, so the work of exploration is not done. In rainy Season the borings are filled up by water, so according to the own admission of the workman the work of exploration is done during 4-6 months. The case of the workman is not that he was also engaged for other purposes during the year.

It has been held in 2005 (8) scale by the Hon'ble Apex Court that in case engagement of the workman is for specific period and specific work, Section 25F of the ID Act, 1947 is not attracted.

It has also been held in (1995) SCC 653 that the workman working in Sugar Mills during the crushing season only, are not entitled to the benefits of Section 25F & H of the ID Act, 1947. Cessation of their work subsequent upon the closure of the season does not amount to retrenchment.

The workman has admitted in his rejoinder that the work is not carried on in winter due to extreme cold and in rainy season due to the fear of borings being filled up with water. The seismic survey is done for four to five months. Payment of bonus itself will not prove that he has worked for 240 days.

The workman has not filed any proof that he has worked for 240 day in every year of his employment. The documents MW2 & MW3 prove that he has worked in 1989, 1990 and bonus for the said has been paid to him. He has not filed any document to show that he has worked for 240 days prior to termination of his services. The workman has not filed any documentary evidences to show that he has worked for 240 days in the year 1991, 1992, 1993, 1994, 1995 & 1996. He is not entitled to any relief.

The reference is replied thus :—

The action of the management of ONGC in removing the casual labour Sh. Babu Singh w.e.f. 9-10-1996 is legal and justified. The workman applicant is not entitled to get any relief prayed for.

The award is given accordingly.

Date: 9-4-2008.

R.N. RAI, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

सं.आ. 1109.—ऑपरेटिक विवाद अधिकायम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इंडियन एयरलाइंस के प्रबंधतात्र के सचिव नियोक्ता और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑपरेटिक विवाद में केन्द्रीय सरकार औपरेटिक अधिकारण स. II, नई दिल्ली के पंचाट (संदर्भ संख्या 15/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-4-2008 को ग्राह्य हुआ था।

[फा. सं. एल-20030/1/95-आईआर(सी-1)]

स्नेह लता जावास, डेस्क अधिकारी

New Delhi, the 22nd April, 2008

S.O. 1109.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/1996) of the Central Government Industrial Tribunal No. II, New Delhi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Airlines and their workman, which was received by the Central Government on 22-4-2008.

[F. No. L-20030/1/95-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

President Officer: R.N. RAJ

I. D. No. 15/1996

In the matter of:

Smt. Indu Khanna (Legal Heir of Deceased Workman),  
W/o Late Sh. P.C. Khanna,  
B - 3/30, Janakpuri,  
New Delhi-110058 .....Claimant

#### VERSUS

1. The Managing Director,  
Indian Airlines Limited,  
Airlines House, Gurdwara Rakab Ganj Road,  
New Delhi-110001.

2. The Regional Director,  
Indian Airlines,  
Northern Region,  
Safdarjung Airport,  
New Delhi-110003. ....Respondents

#### AWARD

The Ministry of Labour by its letter No. L-20030/1/95-IR(Col-I) Central Government Dt. 29-1-1996 has referred the following point for adjudication:

The point runs as hereunder:—

"Whether the action of the management of Indian Airlines new Indian Airlines Limited, in dismissing the services of Sh. P.C. Khanna, Traffic Superintendent w.e.f. 11-6-1991 is justified? If not, to what relief the concerned workman is entitled?"

The workman has expired. His widow Mrs. Indu Khanna has been brought on the record as LR of the deceased workman, Sh. P.C. Khanna.

The case of the workman is that on 6-5-1985 he was assigned the duty of supervising baggage of Flight IC 185. On that day one of the passenger of the said flight handed over to the workman a necklace stating it to be found on the floor in the baggage delivery area of the premises belonging to International Airport Authority of India.

That the claimant immediately ran to the inquiry counter and got an announcement made regarding finding of the necklace and also the same could be collected from the claimant.

That after the announcement the claimant waited at the inquiry counter and the claimant returned to his duties and remained busy.

That after completing the duty the claimant returned unmindfully of the fact that the said necklace has not been deposited with the authorities of the respondent for safe custody as 7-5-1985 was a day off for the claimant he reported for duty on 8-5-1985.

That the claimant was inquired about the necklace and the claimant immediately ran to his house and retrieved the necklace from the pocket of his pant and gave the same to the Security Officer and requested that the same would be deposited with the statutory body.

That the management doubted the integrity of the claimant and decided to conduct an inquiry in the matter and issued articles of charges vide letter dated 28-5-1985 and the claimant was charged under clause 1 and clause 16.4 of the Standing Orders.

That Sh. M.C. Sharma was appointed as Inquiry Officer to conduct the inquiry. The Inquiry Officer conducted the inquiry ex-parte as the claimant challenged his appointment and jurisdiction.

That after conducting the ex-parte inquiry the Inquiry Officer exonerated the claimant of all the charges.

That the disciplinary Authority did not agree with the report of the Inquiry Officer and decided to dismiss the claimant without benefits by order dated 21-6-1991.

That the Inquiry Officer gave his report on 22-6-1986 and the management took more than three years to make up its mind and served notice of dismissal on 1-9-1989, whereas the dismissal order was passed on 21-6-1991 after six years of the incident.

The case of the management is that the claimant had made announcement regarding the necklace found by him.

That the claimant had not handed over the necklace to the management it was given to him by a passenger who had found the same near the baggage delivery area with malafide intention not to deposit it with the management.

That when the claimant was asked about the necklace on 8-5-1986 by one Mr. Chandrasekharan, Traffic Assistant working in the baggage unit of Palam Airport dealing with the lost and found property, the claimant said that in fact he returned the same to the passenger who claimed the same and was wearing the same and similar ear ring.

That the Inquiry Officer exonerated the workman of all the charges.

That the Disciplinary Authority differed with the findings of the Inquiry Officer and held the workman guilty of the charges leveled against him and gave a show cause notice for personal hearing with a copy of the inquiry report and proposed punishment.

That the Disciplinary Authority has every right to differ with the findings of the Inquiry Officer and the Disciplinary Authority has given his own findings in detail in the show cause notice.

That the workman willingly avoided the inquiry proceedings, so the P.O. was compelled to proceed ex parte.

The claimant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the claimant that it is admitted to the management that he made and announcement regarding the fact that necklace was handed over to him by a passenger.

It was further submitted that the claimant left the place of his duty and he again resumed his duty on 8-5-1985 and handed over the necklace to the Security Officer. He had no mala fide intention.

That the witnesses Sh. Chandrasekharan and Sh. Malhar have given the statement that he told them that he had given the necklace to a lady who wearing the same type of ear ring.

It was submitted from the side of the management that the claimant was duty bound to deposit the said necklace to the concerned authority but he went away with the necklace to his house with a malafide intention and he told the officers that he had handed over the necklace to a lady passenger wearing the same type of ear ring.

It is admitted to both the parties that the claimant got the fact announced that he had found a necklace lost by some passenger. The only guilt of the claimant is that he went away with the necklace to his house and on the next day of his duty he came with the necklace and deposited it with the Sr. Security Officer.

The Disciplinary Authority has placed reliance on the statement of two witnesses to whom the claimant is alleged to have reported that he handed over the necklace to a lady passenger who was wearing same and similar type of ear ring.

The Sr. Security Officer has deposed that the claimant deposited the necklace with him on 8-5-1985.

There appears to be no malafide intention on the part of the claimant. Had he malafide intention he would not have got the fact of the article handed over to him by another passenger announced in the Airport.

It is true that the claimant did not deposit the necklace with the concerned authority. He did not get its entry in the relevant register. He went away with the necklace on that day and on the next day he deposited it. So it does not amount to any malafide intention of the claimant to misappropriate the said necklace. He handed over it to the Security Officer on his joining. Further he has committed the misconduct of getting it not deposited with the concerned authority. Such type of misconduct is not so serious that the workman should have been dismissed from service.

The Disciplinary Authority took three years in inflicting the punishment of dismissal on this workman. There is inordinate delay in the inquiry. The punishment of dismissal inflicted on the workman is harsh as he has committed the misconduct of not depositing the article found with the relevant authority.

There appears to be no malafide intention to retain the necklace by the workman. The workman has expired and his widow Smt. Indu Khanna have been brought on the record. The workman is not alive and he had committed the misconduct of taking away the lost article with him. Since there is no mala fide intention on the part of the workman the punishment imposed on him is excessive. The workman is not alive, so there is no question of reducing the punishment or giving any other relief. The only misconduct found proved against the workman is that he kept the necklace in his illegal custody for one day and he did not follow the procedure of depositing the same with the concerned authority.

It is true that the disciplinary authority may differ with the findings of the Inquiry Officer. The inquiry is ex parte. The Inquiry Officer has exonerated the workman of all the charges. The workman has not been given proper opportunity to cross-examine the witnesses. There is no sufficient reason for differing with the findings of the Inquiry Officer in an ex parte inquiry. The punishment of dismissal is set aside. The inquiry is held invalid. The widow of the workman is entitled to all the retiral benefits.

The punishment imposed on him is harsh. In the facts and circumstances of the case his widow Smt. Indu Khanna is entitled to get a compensation of Rs. 2,00,000 (Rs. Two Lacs only) in lieu of reinstatement or any other relief.

The reference is replied thus :—

The action of the management of Indian Airlines new Indian Airlines Limited, in dismissing the services of Sh. P.C. Khanna, Traffic Superintendent w.e.f. 11-6-1991 is not justified. The management should pay Rs. 2,00,000 (Rs. Two Lacs only) by way of compensation in lieu of reinstatement or any other relief to the wife of the deceased, Smt. Indu Khanna. Mrs. Indu Khanna is also entitled to all the retiral benefits besides compensation of Rs. Two Lacs, within two months from the date of the publication of the Award.

The award is given accordingly.

Date: 8-4-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

का.आ 1110.—बौद्धिक विवाद अधिविषय, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधतान्त्र के संबद्ध नियोजकों और उनके कार्यकार्यों के बीच, अनुरूप व विदेश बौद्धिक विवाद में केन्द्रीय सरकार बौद्धिक अधिकरण/अमन न्यायालय, जबलपुर के पचाट (संदर्भ संख्या 165/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-4-2008 को प्राप्त हुआ था।

[फा. सं. एल-12012/13/93-आईआर(बी-II)]  
राजिन कुमार, डेस्क अधिकारी

New Delhi, the 22nd April, 2008

S.O. 1110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 165/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workmen, which was received by the Central Government on 22-4-2008.

[F. No. L-12012/13/93-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR

No. CGIT/LC/R/165/93

PRESIDING OFFICER: SHRI C.M. SINGH

Shri Dilip Singh, S/o Shri Kalkaram,  
Gram: Hunkhari Akhaliya (P.O.),  
Parasia Road,  
Bhopal

Workman/Union

## VERSUS

The Regional Manager,  
Punjab and Sind Bank,  
E-3/114, Arera Colony,  
Bhopal

...Management

## AWARD

Passed on this 10th day of April, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/13/93-IR(B-II) dated 26-3-1993 has referred the following dispute for adjudication by this Tribunal :—

“Whether the claim of Shri Dilip Singh that he was employed by the Punjab and Sind Bank for more than 1½ years between 5-11-90 to 28-6-92 is correct? If so, whether his claim for reinstatement in the services of the Bank with back wages is justified? What relief, if any, is Sri Dilip Singh entitled to?”

2. The case of workman Shri Dilip Singh in brief is as follows : That he was employed in clerical cadre by Punjab and Sind Bank, Hamidia Road, Bhopal branch on 5-11-92 and he continued to work in that capacity upto 28-6-92. He was a full time workman and entitled to full scale wages in terms of provisions of Award/Bi-partite settlement, but in utter disregard of these provisions, the management allowed him wages @ Rs. 20 per day. That no letter of employment specifying the terms of employment was given to him inspite of the directions of Para 495 of the Sastri Award. His services were abruptly terminated w.e.f 29-6-92 without following the procedure laid down in the Awards/Bi-partite settlement(s) and Industrial Disputes Act, 1947. No prior notice, wages in lieu of notice or retrenchment compensation in terms of Sec-25-F of the I.D. Act, 1947 was given to him though he worked for more than 240 days without break. That after his termination, the management has gone to other persons in violation of Sections 25-G and 25-H of the I.D. Act, 1947. It is prayed by the workman that his termination w.e.f 29-6-92 be held illegal and unjustified and he be reinstated in service with full back wages and all ancillary benefits.

3. The case of the management in brief is as follows. It has been denied by the management that the workman was ever appointed as clerk by the management of Punjab and Sind Bank, Hamidia Road, Bhopal. There was no vacancy of a clerk. He worked as a casual employee off and on at his sweet will if and when management required such services. It has also been denied by the management that the workman worked as a full time worker and that provisions of Sastri Award were applicable to him. That there was no provision in Sastri Award to pay the particular wages to a casual employee. The workman was not in regular employment, the disciplinary rules did not apply to him and he was free to come or not come on any particular day without attracting any penalty or requirement of submitting

any leave application. The applicant stopped coming when probably he got better opportunities elsewhere. That the management was also not required to give any notice of termination because when the workman remained absent, he was not required to make any application. It has been denied by the management that after the workman ceased coming, the management kept anyone else as a clerk which the workman claims he was. When a casual employee ceases to attempt his job, it requires no notice on either side and this is not a violation of Sections 25-G or 25-H of the I.D. Act, 1947. The job on which the casual services of the workman were being utilised was of a temporary nature namely that of helping the illiterate Gas Affected Peoples to fill up the relevant slips to get the payment of interim relief to the erstwhile victims of Bhopal Gas Tragedy and this created no right in any employee casually employed to accomplish the task of payment of relief amount for a short period. The case of the workman is akin to those employees of Delhi Development Horticulture Employee's Union whose claim to regularisation was rejected by the Hon'ble Supreme Court due to temporary nature of their job under Jawahar Rozgar Yojna.

4. Workman Shri Dilip Singh in order to prove his case examined himself. The management did not adduce any oral evidence inspite of sufficient opportunities of adducing evidence was given and therefore, the right of management of adducing evidence was called vide order dated 5-4-2005 passed by this tribunal.

5. Certain documents have also been filed on record on behalf of workman in support of his case. Those documents have neither been brought according to the principles of law of evidence nor have been admitted by the management. However they may be referred in the body of this award at appropriate places.

6. I have heard Shri Vijay Tripathi, Advocate for workman. I could not have an opportunity of hearing the counsel for the management as none appeared for the management on the date fixed for argument. Both the parties have filed their written arguments.

7. I have very carefully gone through the entire evidence on record and the written argument filed on behalf of the parties.

8. The learned counsel for the workman submitted that from the oral testimony of workman Shri Dilip Singh together with photostat copy of the list of statement of wages paid to the workman, it is proved that the workman has been working in the Bank as a clerk. The learned counsel further submitted that from the above oral and documentary evidence, it is proved that the workman has worked for more than 240 days in a calendar year and therefore in view of Sec-25-B of the I.D. Act, 1947, the workman is entitled to get protection under I.D. Act, 1947. The learned counsel for the workman also submitted that the workman has completed more than 240 days service in

a calendar year, therefore before terminating his services, show-cause notice or retrenchment compensation was required to be given to him by the management; but the management did not comply with the provisions of Sec-25-F of the I.D. Act, 1947 and hence termination of services of workman is illegal.

9. It has been admitted in the Written Statement and the Written Argument by the management that the workman was a casual employee on daily wages. Workman Dilip Singh in his affidavit deposed that he was employed as a full time clerk by the management of Punjab and Sind Bank at their Hamidia Road, Bhopal branch on 5-11-1990 and continued to work without break upto 28-6-1992 and his services were orally terminated on 29-6-1992. He has not deposed in so many words that he worked with the Bank for 240 days or more in a calendar year. In his evidence of cross examination, the workman deposed that he was employed on daily wages @ Rs. 20 per day. The workman has filed photostat copy of the statement of wages paid to him from 30-4-1991 to 29-6-1992 and the photocopy of Inspection report dated 1-11-1990. Both these documents have neither been proved in accordance with the principles of evidence nor have been admitted by the management. However, it being an enquiry, they are being considered for arriving at a just decision of the case. Photostat copy of statement of wages relied upon the workman does not indicate that the workman worked continuously for 240 days or more. So as far as the photocopy of the Inspection report dated 1-11-1990 of the concerned Bank is concerned, it does not indicate when the workman ever served the Bank. The oral testimony of the workman is not sufficient to prove that he had worked with the management continuously for 240 days in the preceding year prior to his alleged termination. My above findings find support in 2004(8)SC-195. It is, therefore, concluded that so-called termination of the workman is not hit by the provisions of the Sec-25-F of the I.D. Act, 1947.

10. It is, therefore, concluded that the termination of the services of the workman w.e.f. 29-6-92 was justified. It cannot be held correct that Shri Dilip Singh was employed in Punjab and Sind Bank for more than 11½ years between 5-11-90 to 28-6-92. Consequently he is not entitled to the relief of reinstatement in services or any other relief.

11. In view of the above, the reference is answered in favour of the management and against the workman without any orders as to costs holding that the claim of Shri Dilip Singh that he was employed in Punjab and Sind Bank for more than 11½ years between 5-11-90 to 28-6-92 is not correct. Consequently he is not entitled to the relief of reinstatement in services or any other relief.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

कानू. अ. 1111.—बौद्धिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार पंजाब व सिन्ध यैन के प्रबंधन के संबंध नियोजकों और उनके कार्यकारों के बीच, अनुबंध में निर्दिष्ट बौद्धिक विवाद में केन्द्रीय सरकार बौद्धिक अधिनियम/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 234/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-4-2008 को प्राप्त हुआ था।

[फा. सं. पल-12012/26/93-जाई. अर. (सी-II)]  
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd April, 2008

S.O. 1111.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 234/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workmen, which was received by the Central Government on 22-4-2008.

[F. No. L-12012/26/93-IR(B-II)]

RAJINDER KUMAR, Desk Officer  
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,  
JABALPUR**

No. CGIT/LC/R/234/93

Presiding Officer : SHRI C.M. SINGH

Shri Yousuf,  
House No. 38,  
Anwar Hakim Church Road,  
Opp. Chourasia Barten Bhandar,  
Jahangirabad

—Workman/Union

**VERSUS**

The Regional Manager,  
Punjab and Sindh Bank,  
E-3/114, Agra Colony,  
Bhopal

—Management

**AWARD**

Passed on this 8th day of April, 2008

I. The Government of India, Ministry of Labour vide its Notification No. L-12012/26/93-IR(B-II) dated 27-10-1993 has referred the following dispute for adjudication by this Tribunal :—

“Whether the claim of Shri Yousuf S/o Shri Sheikh Mohd. that he was employed by the Punjab and Sindh Bank from 5-5-1991 to 5-7-1992 as a messenger and

that termination of his services with effect from 5-7-1992 was unjustified is correct ? What relief, if any, is he entitled to ?”

2. The case of workman Shri Yousuf in brief is as follows. That he was employed by the Punjab and Sindh Bank, Hamidia Road Branch as messenger on 5-5-1991 and continued to work in the same capacity without break upto 5-7-1992. His services were wrongfully terminated on 5-7-1992 without following the procedure laid down in the Award and Bi-partite settlement(s). No prior notice, wages in lieu of notice or retrenchment compensation in terms of Sec-25-F of the I.D. Act. 1947 was given to him. That the workman has put in service of one year as defined in Section-25-B of the I.D. Act. 1947. That no letter of employment specifying the terms of employment was given to him inspite of the directions of Para 495 of the Sastri Award. No letter of termination was issued to him. That he being a full time workman was entitled to get full scale wages, but the management violated the provisions of Awards/Bi-partite settlement in the matter of payment of wages. It is prayed by the workman that his termination w.e.f. 5-7-92 be held unjustified and he be reinstated in service with full back wages and all ancillary benefits with costs of this reference proceeding.

3. The case of the management in brief is as follows. It has been denied that the workman was ever appointed as a clerk by the management. There was no vacancy of a clerk. He worked as a casual employee on and off at his sweet will, if and when management required such services. It has been denied by the management that the workman was a full time worker and the provisions of Sastri Award were applicable to him. There is no provision in Sastri Award to pay the particular quantum of wage to a casual employee. That the workman was not in regular employment, the disciplinary rules did not apply to him and he was free to come or not to come on any particular day without attracting any penalty or requirement of submitting any leave application. The workman stopped coming when probably he got better opportunities elsewhere. The management was also not required to give any notice of termination because when the workman remained absent, he was not required to make any application. It has been denied by the management that after the workman ceased coming, the management kept anyone else as a clerk which the workman claims he was. When a casual employee ceases to attempt his job, it requires no notice on either side and this is not a violation of Section 25-G or 25-H of the I.D. Act. 1947. The job on which the casual services of the workman were being utilised was of a very purely temporary nature namely that of helping the illiterate Gas Affected Peoples to fill up the relevant slips to get the payment of interim relief to the erstwhile victims of Bhopal Gas Tragedy and this created no right in any employee casually employed to accomplish the task of payment of relief amount for a short period. The case of the workman is akin to those employees of Delhi

Development Horticulture Employee's Union whose claim to regularisation was rejected by the Hon'ble Supreme Court due to temporary nature of their job under Jawahar Rozgar Yojna.

4. Workman Shri Yousuf in order to prove his case examined himself. The management did not adduce any oral evidence in spite of sufficient opportunities of adducing evidence was given and therefore, their right of adducing evidence was closed vide order dated 5-4-05 passed by this tribunal.

5. Certain documents have also been filed on record on behalf of workman in support of his case which shall be referred in the body of this award at appropriate places where the need be.

6. I have heard Shri Vijay Tripathi, Advocate for workman. I could not have an opportunity of hearing the counsel for the management as none appeared for the management on the date fixed for argument. Both the parties have filed their written arguments.

7. I have very carefully gone through the entire evidence on record and the written argument filed on behalf of the parties.

8. The learned counsel for the workman submitted that from the oral testimony of workman Shri Mohd. Yousuf together with photostat copy of Inspection Report dated 27-11-91 and photostat copy letter dated 9-12-91 by the Incharge of the extention counter of the Bank and list of statement of work done by workman appended therewith proves that the workman had been working in the Bank as peon as well as messenger. The learned counsel further submitted that from the above oral and documentary evidence, it is proved that the workman had worked for more than 240 days in a calendar year and therefore in view of Sec.25-B of the I.D. Act, 1947, the workman is entitled to get protection under I.D. Act, 1947. The learned counsel for the workman also submitted that the workman has completed more than 240 days service in a calendar year, therefore before terminating his services, show-cause notice or retrenchment compensation was required to be given to him by the management, but the management did not comply with the provisions of Sec. 25-F of the I.D. Act, 1947 and hence termination of services of workman is illegal.

9. It has been admitted in the Written Statement and the written argument by the management that the workman was a casual employee on daily wages. Workman Mohd. Yousuf in his affidavit deposed that he was employed as messenger/peon by the management of Punjab and Sindh Bank at their Hamidia Road, Bhopal Branch on 5-5-91 and continued to work in that capacity without break upto 5-7-92 and his services were orally terminated on 6-7-92. He further deposed that he had put in continuous service for more than 240 days. That no prior notice or wages in lieu of notice were given to him. In his evidence of cross examination, the workman deposed that he was employed

on daily wages @ Rs. 20 per day. The workman has filed photostat copy of the letter sent by the Bank in response to an official letter dated 30-12-92, he filed photo copy of certificate issued by the Bank in response to the official letter, a list of working days of the workman is attached with the said certificate. This document has been admitted on behalf of the management. It shows that workman worked continuously for 90 days and during the year 1991-92, he worked for 303 days only in the Bank. The list appended to the above photostat copy of certificate also does not show that the workman worked continuously for 240 days or more. Even the photostat copy of the statement of wages of workman relied upon by the workman does not indicate that the workman worked continuously for 240 days or more. Thus the above documents relied upon by the workman do not corroborate the oral testimony of the workman. So as far as the Inspection report dated 1-11-90 of the concerned Bank is concerned, it does not indicate when the workman ever served the Bank. The oral testimony of the workman is not sufficient to prove that he had worked with the management continuously for 240 days in the preceding year prior to his alleged termination. My above findings finds support in (2004) 8-SC-195. It is, therefore, concluded that so called termination of the workman is not hit by the provisions of the Sec-25-F of the I.D. Act, 1947.

10. It is, therefore, concluded that the termination of the services of the workman w.e.f. 5-7-92 was justified. It shall be just if no order as to costs is made in this case.

11. In view of the above, the reference is answered in favour of the management and against the workman without any orders as to costs holding that the claim of Shri Yousuf, S/o Shri Sheikh Mohd. that he was employed in Punjab and Sindh Bank from 5-5-91 to 5-7-92 as a messenger and that termination of his services with effect from 5-7-92 was unjustified is correct. Consequently he is not entitled to any relief.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2008

का.आ. 1112.—औद्योगिक विदाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधालय के संबद्ध नियोजकों और उनके कमीकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विदाद में केन्द्रीय सरकार औद्योगिक अधिकारण/प्रम न्यायालय, लक्ष्मपुर के पंचाट (संदर्भ संख्या 166/93) द्वारा प्रकाशित करली है, जो केन्द्रीय सरकार को 22-4-2008 को प्राप्त हुआ था।

[का.सं. एस-12012/14/93-आईआर(बी-II)]

राजिन्द्र कुमार, डैस्क अधिकारी

New Delhi, the 22nd April, 2008

**S.O. 1112.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 166/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 22-4-2008.

[F. No. L-12012/14/93-IR(B-II)]

RAJINDER KUMAR, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

No. CGIT/LC/R/166/93

**PRESIDING OFFICER: SHRI C.M. SINGH**

Shri Jagdish Prasad Vajpai,  
S/o Shri Ratan Bihari Vajpai,  
Shrimata Ashram,  
C/o Kirpal Kaur,  
Bairagarh, Bhopal ..... Workman/Union

**Versus**

The Regional Manager,  
Punjab and Sind Bank,  
E-3/114, Arera Colony,  
Bhopal ..... Management

**AWARD**

Passed on this 10th day of April, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/14/93-IR(B-II) dated 11 has referred the following dispute for adjudication by this Tribunal:—

"Whether the claim of Shri Jagdish Prasad Vajpai that he was employed by the Punjab and Sind Bank for more than 1½ years between 28-1-91 to 28-6-92 is correct? If so, whether his claim for reinstatement in the services of the Bank with back wages is justified? What relief, if any, is Sri Jagdish Prasad Vajpai entitled to?"

2. The case of workman Shri Jagdish Prasad Vajpai in brief is as follows: That he was employed in clerical cadre by Punjab and Sind Bank, Hamidia Road, Bhopal branch on 28-1-91 and he continued to work in that capacity upto 28-6-92. He was a full time clerk and entitled to full scale wages in terms of Bi-partite settlement. But he was paid at the rate of Rs. 20 per day in utter disregard of Awards/Bi-partite settlement. That no letter of employment specifying the terms of employment was given to him inspite

of the directions of Para 495 of the Sastri Award. His services were abruptly terminated w.e.f. 29-6-92 without following the procedure laid down under the Awards/Bi-partite settlement(s) and Industrial Disputes Act, 1947. No prior notice or wages in lieu of notice were given to him. He was also not paid retrenchment compensation as provided under Sec.-25-F of the I.D. Act, 1947 though he had put in continuous service for more than year as defined in Sec. 25-B of the I.D. Act, 1947. After his termination, the management has given employment to other persons disregarding the provisions of Sections 25-G and 25-H of the I.D. Act, 1947. It is prayed by the workman that his termination w.e.f. 29-6-92 be declared as illegal and unjustified and he be reinstated in service with full back wages and all ancillary benefits with costs of this reference proceeding.

3. The case of the management in brief is as follows: It has been denied by the management that the workman was ever appointed as clerk by the management. There was no vacancy of a clerk. He worked as a casual employee on and off at his sweet will, if and when the management required such services. There is no provision in Sastri Award to pay the particular quantum of wage to a casual employee. That the workman was not a regular employee, the disciplinary rules did not apply to him and he was free to come or not to come on any particular day without attracting any penalty or requirement of submitting any leave application. He stopped coming when probably he got better opportunities elsewhere. The management was also not required to give any notice of termination because when the workman remained absent, he was not required to make any application. It has been denied by the management that after the workman ceased coming, the management kept anyone else as a clerk which the workman claims he was. When a casual employee ceases to attempt his job, it requires no notice on either side and this is not a violation of Sections 25-G or 25-H of the I.D. Act, 1947. The job on which the casual services of the workman were being utilised was of a temporary nature namely that of helping the illiterate Gas Affected Peoples to fill up the relevant slips to get the payment of interim relief to the erstwhile victims of Bhopal Gas Tragedy and this created no right in any employee casually employed to accomplish the task of payment of relief amount for a short period. The case of the workman is akin to those employees of Delhi Development Horticulture Employees' Union whose claim to regularisation was rejected by the Hon'ble Supreme Court due to temporary nature of their job under Jawahar Rozgar Yajna.

4. Workman Shri Jagdish Prasad Vajpai in order to prove his case examined himself. The management did not adduce any oral evidence inspite of opportunities of adducing evidence was given and therefore, the right of management of adducing evidence was closed vide order dated 5-4-05.

5. Certain documents have also been filed on record on behalf of workman in support of his case. Those documents have neither been proved according to the principles of law of evidence nor have been admitted by the management. However they may be referred in the body of this award at appropriate places.

6. I have heard Shri Vijay Tripathi, Advocate for workman. I could not have an opportunity of hearing the counsel for the management as none appeared for the management on the date fixed for argument. Both the parties have filed their written arguments.

7. I have very carefully gone through the entire evidence on record and the written argument filed on behalf of the parties.

8. The learned counsel for the workman submitted that from the oral testimony of the workman Shri Jagdish Prasad Vajpai together with the photostat copy of Inspection Report dated 27-11-91 and photo copy of the list of statement of wages paid to the workman w.e.f. 30-4-91 to 29-6-92 proves that the workman has been working in the Bank as clerk. The learned counsel further submitted that from the above oral and documentary evidence, it is proved that the workman has worked for more than 240 days in a calendar year and therefore in view of Sec. 25-B of the I.D. Act, 1947, the workman is entitled to get protection of I.D. Act, 1947. The learned counsel for the workman also submitted that the workman has completed more than 240 days service in a calendar year, therefore, before terminating his services, show-cause notice or retrenchment compensation was required to be given to him by the management, but the management did not comply with the provisions of Sec. 25-F of the I.D. Act, 1947 and hence termination of services of workman is illegal.

9. It has been admitted in the Written Statement and the Written Argument by the management that the workman was a casual employee on daily wages. Workman Shri Jagdish Prasad Vajpai in his affidavit deposed that he was employed as a clerk by the Punjab and Sind Bank, Hamidia Road, Bhopal on 28-1-91 and continued to work in the same capacity without break upto 28-6-92. In his entire evidence including the evidence of his cross-examination, the workman has not deposed in so many words that he had put in continuous service for more than 240 days. He deposed in his affidavit that no prior notice or wages in lieu of notice were given to him. In his evidence of cross examination, the workman deposed that he was employed on daily wages @ Rs. 20 per day. Though the document i.e. statement of wages paid to the workman has not been proved in accordance with law of evidence and has also not been admitted by the management but it being an enquiry, for the sake of justice, I have considered this document. This document fails to indicate that the workman worked continuously for 240 days or more. There is a photostat copy of inspection report dated 1-11-90 on record. But it also fails to indicate that the workman ever

served with the Bank. Thus there is no documentary evidence on record to corroborate the testimony of the workman that he continuously worked in the Bank w.e.f. 28-1-91 upto 28-6-92 without break. The oral testimony of the workman is not at all sufficient to prove that he had worked with the management continuously for 240 days in the preceding one year prior to his alleged termination. My above findings finds support in 2004(8)SC-195. It is, therefore, concluded that so called termination of the workman is not hit by the provisions of the Sec. 25-F of the I.D. Act, 1947.

10. It is, therefore, concluded that the termination of the services of the workman w.e.f. 29-6-92 was justified. It cannot be held correct that Shri Jagdish Prasad Vajpai was employed in Punjab and Sind Bank for more than 1½ years between 28-1-91 to 28-6-92. Consequently he is not entitled to the relief of reinstatement in services or any other relief.

11. In view of the above, the reference is answered favour of the management and against the workman without any orders as to costs holding that the claim of Shri Jagdish Prasad Vajpai that he was employed in Punjab and Sind Bank for more than 1½ years between 28-1-91 to 28-6-92 is not correct. Consequently he is not entitled to the relief of reinstatement in services or any other relief.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2008

का.आ. 1113.—ऑटोग्राफ विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ ईस्टर्न कोलफाउण्डेशन लिमिटेड के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोग्राफ विवाद में केन्द्रीय सरकार ऑटोग्राफ अधिकारण, जबलपुर के पंचाट (संदर्भ संख्या 226/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2008 को प्राप्त हुआ था।

[फा. सं. एल-22012/356/1999-आईआर(सी-II)]

अजय कुमार गौड, डेस्क अधिकारी

New Delhi, the 23rd April, 2008

S.O. 1113.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 226/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of South Eastern Coalfields Limited and their workman, which was received by the Central Government on 23-4-2008.

[F. No. L-22012/356/1998-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR

NO. CGIT/LC/R/226/99

PRESIDING OFFICER: SHRI C.M. SINGH

**The Secretary,**  
Rashtriya Colliery Workers Federation,  
Branch : Jamuna 3110 Mine,  
PO : Kotma Colliery,  
Shahdol

... Workman/Union

## VERSUS

**The General Manager,**  
Jamuna and Kotma Area of SECL,  
PO : Jamuna Colliery  
Distt. Shahdol (MP),  
Shahdol

... Management

## AWARD

Passed on this 8th day of April, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/356/98-IR(CM-II) dated 23-6-99 has referred the following dispute for adjudication by this Tribunal :—

“Whether the action of the Sub Area Manager, Jamuna U.G. Sub Area of SECL, PO : Jamuna Colliery, Distt. Shahdol (MP) in not promoting Sh. Kamaruddin as Electrician Fitter Category-V is legal and justified? If not, to what relief is the workman concerned entitled?”

2. Vide order dated 8-6-06 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against the workman/Union. No statement of claim has been filed on behalf of workman/Union.

3. The case of the management in brief is as follows. That service condition of employees working in coal industry are governed by various settlements arrived at between the Union and the management from time to time which is generally known as NCWA. In addition to the aforesaid settlements, standing orders are also applicable to them. NCWA contains cadre scheme for all categories of employees under which promotions are given. Workman Shri Kamaruddin was working in Jamuna Colliery under the Sub Area Manager, Jamuna U.G. Sub Area of SECL. He was promoted to the post of Electrician IVth w.e.f. 1-1-89.

The workman has raised the present dispute claiming promotion to the post of Electrician category-V. It is a fact that the workman is working in electrician category-IV at 9/10 Jamuna Colliery. He never worked as Electrician Category-V. The promotion to any employee given on the basis of seniority DPC/ Trade test as per the Cadre scheme. Promotion is given to the employees, depends on vacant post and administrative requirement. The promotion is given on the basis of recommendation of the DPC. The DPC was constituted in the year 1998 to consider eligible employee for promotion of E & M Personnel of Jamuna 9/10 Mine. The said committee met on 4-3-1998 to consider eligible employees for promotion to the post of mechanical fitter category-IV to category-V. That the aforesaid DPC considered eligible employees including workman for promotion. The workman did not qualify himself in the Trade test conducted by the DPC as per the cadre scheme. As such his promotion to the post of electrician/fitter, Cat-V was not recommended by the DPC. Because the DPC did not recommend his promotion therefore, he was not given promotion. The claim of the workman deserves to be dismissed.

4. As the case proceeded ex parte against the Workman/Union, there is no evidence on record on behalf of Workman/Union. Against the above, the management has filed affidavit of their witness Shri Cyprian Kerketta for proving their case.

5. I have heard Shri A.K. Shashi, advocate learned counsel for the management and perused the evidence on record.

6. Management's witness Shri Cyprian Kerketta has filed his affidavit in support of management's case. At that time, he was working as Dy. P.M., Bhadra in SECL. The case of the management is fully established and proved from the uncontested and unchallenged affidavit of their witness Shri Cyprian Kerketta. Therefore the reference deserves to be answered in favour of the management and against the Workman/Union without any orders as to costs.

7. In view of the above, the reference is answered in favour of the management and against the Workman/Union without any orders as to costs holding that the action of Sub Area Manager, Jamuna U.G. Sub Area of SECL, PO : Jamuna Colliery, Distt. Shahdol (MP) in not promoting Sh. Kamaruddin as Electrician Fitter Category-V is legal and justified and consequently the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2008

का.आ. 1114.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साथ ईस्टर्न कोलफील्ड्स लिमिटेड प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 64/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2008 को प्राप्त हुआ था।

[ सं. एल-22012/289/2004-आई.आर. (सी-एम-II) ]

जजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd April, 2008

S.O. 1114.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of South Eastern Coalfields Limited, and their workmen, received by the Central Government on 23-4-2008.

[No. L-22012/289/2004-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer  
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
JABALPUR

No. CGIT/LC/R/64/2005

PRESIDING OFFICER : Shri C. M. SINGH

The Joint General Secretary,  
Rashtriya Colliery Mazdoor Congress (INTUC),  
B-24, Civil Lines,  
P.O. Kotma Colliery,  
Distt. Annuppur (MP) ... Workman/Union

Versus

The Chief General Manager,  
Jamuna & Kotma Area,  
South Eastern Coalfields Limited,  
P.O. Jamuna, Distt. Annuppur,  
Annuppur (MP) ... Management

AWARD

Passed on this 15th day of April, 2008

1. The Government of India, Ministry of Labour *vide* its Notification No. L-22012/289/2004-IR(CM-II) dated 11-07-2005 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of Chief General Manager, Jamuna and Kotma Area of SECL in not regularising Sh. Murlidhar Singh, S/o Sh. Naresh Singh, General Mazdoor to the post of Tracer is legal and justified? If not, to what relief the workman is entitled?

2. *Vide* order dated 16-1-2008 passed on the ordersheet of this proceeding, the reference proceeded *ex parte* against the workman/Union. No statement of claim has been filed on behalf of workman/Union. On the aforesaid date, the management was given an opportunity to file their Written Statement. But on 15-4-2008, Shri A.K.

Shashi, Advocate the learned counsel for management submitted that the management has not to file any *ex parte* Written Statement or evidence. He also submitted that no argument is to be advanced for management and therefore the reference was closed for award.

3. It is a case of no evidence. Therefore, it deserves to be answered in favour of the management and against the workman/Union without any orders as to costs.

4. In view of the above, the reference is answered in favour of the management and against the workman/Union without any orders as to costs holding that the action of Chief General Manager, Jamuna and Kotma Area of SECL in not regularising Sh. Murlidhar Singh, S/o Sh. Naresh Singh, General Mazdoor to the post of Tracer is legal and justified and consequently the workman is not entitled to any relief.

5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2008

का.आ. 1115.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 101/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2008 को प्राप्त हुआ था।

[ सं. एल-22012/358/2000-आई.आर. (सी-II) ]

जजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd April, 2008

S.O. 1115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 101/2001) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Western Coalfields Limited and their workman, which was received by the Central Government on 23-4-2008.

[No. L-22012/351/2000-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
JABALPUR

No. CGIT/LC/R/101/01

PRESIDING OFFICER : Shri C. M. SINGH

The General Secretary,

R.K.K.M.S. (INTUC),

P.O. Chandametta,

Distt. Chhindwara (MP) ... Workman/Union

*Versus*

The General Manager,  
WCL, Pench Area,  
P.O. Parasia,  
Distt. Chhindwara (MP)

Management

### AWARD

Passed on this 8th day of April, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/358/2000-IR (C-II) dated 28-05-2001 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of Sub Area Manager, Newton Sub Area of WCL, P.O. Parasia Distt. Chhindwara in terminating the services of Sh. Kailash, S/o Sh. Ramnath Tub Loader of Gajandoh Colliery of WCL, Pench Area, P.O. Parasia, Distt. Chhindwara (MP) w.e.f. 19-9-1998 is legal and justified? If not, what relief the workman is entitled?

2. Vide order dated 16-6-2003 passed on the ordersheet of this reference proceeding, the reference proceeded *ex parte* against the workman/Union. No statement of claim has been filed on behalf of workman/Union.

3. The case of the management in brief is as follows. That workman Shri Kailash was working as Tub loader at Gajandoh Colliery of WCL Pench Area. He was issued a chargesheet under clauses 26(5) and 26(24) of the standing orders applicable to the said colliery. It is alleged that the workman was a habitual absentee from the official duties without permission, without sanction of leave unauthorisely. He remained absent as such at several occasions. The chargesheet was sent to the workman. No satisfactory reply was received therefore a departmental enquiry was held against him according to rules. The enquiry was conducted legally and properly against him. The Enquiry Officer submitted enquiry report holding the workman guilty of charges. The charges, were grave in nature therefore the Competent Authority vide order dated 19-9-1998 terminated him from services. The workman is not entitled to any relief, whatsoever.

4. As the case proceeded *ex parte* against the workman/Union, there is no evidence on behalf of workman/Union on record. The management in order to prove their case filed affidavit of their witness Shri Abdul Hakim, then working as Personnel Manager and posted in Newton Eklehra Sub Area of WCL, Pench Area.

5. I have heard Shri A.K. Shashi, Advocate, the learned counsel for the management. I have very carefully gone through the evidence on record. The case of the management is fully established and proved from the uncontested and unchallenged affidavit of

management's witness Shri Abdul Hakim therefore the reference deserves to be answered in favour of the management and against the workman without any orders as to costs.

6. In view of the above, the reference is answered in favour of the management and against the workman/Union without any order as to costs holding that the action of the Sub Area Manager, Newton Sub Area of WCL, P.O. Parasia, Distt. Chhindwara in terminating the services of Sh. Kailash, S/o Sh. Ramnath Tub Loader of Gajandoh Colliery of WCL, Pench Area, P.O. Parasia, Distt. Chhindwara (MP) w.e.f. 19-9-1998 is legal and justified and consequently the workman is not entitled to any relief.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2008

क्र.आ. 1116.—ऑटोमिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार वेस्टर्न कॉलफील्ड्स स्लिपिटेट प्रबंधित वे संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोमिक विवाद में केंद्रीय सरकार औटोमिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 257/1997) को प्रकाशित करती है, जो केंद्रीय सरकार को 23-4-2008 को प्राप्त हुआ था।

[सं. एल-22012/108/1996-आई.आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd April, 2008

S.O. 1116.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 257/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Western Coalfields Limited, and their workmen, which was received by the Central Government on 23-4-2008.

[No. L-22012/108/1996-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR

Case No. CGIT/LC/IU/257/97

PRESIDING OFFICER : Shri C. M. SINGH

The General Secretary,  
Bhartiya Kootya Khelan Dalit  
Mazdoor Sangh, Head Office,  
Hirdagarh, Post Hirdagarh,  
Distt. Chhindwara (M.P.)

Workman/Union

## Versus

The General Manager,  
WCL, Kanhan Area, P.O. Dungaria,  
Distt. Chhindwara (M.P.)

Management

## AWARD

Passed on this 8th day of April, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/108/1996-IR(C-II) dated 29-8-1997/3-9-1997 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of Management of WCL, Kanhan Area, Distt. Chhindwara (M.P) in terminating the services of Kalawati Bai and 1037 other Mazdoor (list enclosed) who had been engaged on the work of loading and unloading of Coal and other jobs for several years at Hirdagarh siding Kanhan Area, is legal and justified? If not, to what relief are the workmen entitled and from which date?”

2. The case of workmen/Union in brief is as follows. That Smt. Kalawati Bai and 1037 workmen were casual labours in Western Coalfields Limited, Kanhan, P.O. Dungaria, Tehsil Junnardeo, Distt. Chhindwara (M.P.). Koyla Khadan Dalit Mazdoor Sangh was registered on 3-9-1993. The workmen are the members of the said Union. They are Adivasi/Harijan and of backward class. The Union has well informed the management regarding the workmen through the court of Tehsildar Junnardeo, Police Officer Junnardeo and Assistant Labour Commissioner (C), Chhindwara, M.P. that the management out of 1038 workmen employed only 525 workmen in the year 1980 and rest of the workers were ceased to work without any prior information and reasons and thus the management usurped Rs. 30,000 which was payable to every workman. It is prayed by the Union that the management be directed to thoroughly enquire into the cases of 1038 workmen and be directed to provide all the facilities to the workmen and the amount of money payable to them. It is also prayed that in the through enquiry, the management be directed to go through the settlement arrived at between the parties.

3. The case of the management in brief is as follows. That the present reference as well as the terms of reference are patently illegal as appropriate government has gone into disputed questions of fact while making the reference. That it is beyond the jurisdiction of this tribunal, as such the reference is liable to be rejected. That the reference is contrary to the dispute which was raised and submissions made by the management. That from the order of reference, it seems that the Government has made a reference assuming certain facts which did not exist. The order of reference shows that the Government has already decided that there was employer-employee relationship between the parties before termination and there was a termination. It has been pleaded that this is factually incorrect. The claimants in this order of reference were never engaged on the work of loading and unloading of coal and other jobs at Hirdagarh Siding, Kanhan Area therefore, the question of their termination does not arise. The order of reference is thus illegal and bad in law. That the present dispute has been

raised by the so-called General Secretary Bhartiya Koyla Khadan Dalit Mazdoor Sangh. That the said Union is not a Union working in Coal Industry. No regular/permanent employees are members of the aforesaid Union. That the said Union has been registered under Registration No. 4664 dated 3-9-1993. That the Union has claimed employment for the claimants under this reference on the ground that they were engaged for loading and unloading of coal for the period from 1973 to 1980. A union registered in the year 1993 cannot have membership of a person whose services alleged to have been terminated in the year 1979-1980. That on this ground along, the Union has no locus-standi to raise the dispute for the claimants, relating to the present order of reference only on the ground that at the time of alleged termination, the Union did not born. That the so called General Secretary of the Union Fattulal Bhosale is neither a workman nor alleged office bearer of the Trade Union. He was never authorized to raise the dispute on behalf of the claimants. That the Sangh is not a Trade Union and also not a representative of the workers. That the so-called Association is consisting of non-employees. That the claimants are not the members of the Union. That the Union for the first time raised an industrial dispute before conciliation officer i.e. ALC(C) Chhindwara on 20-10-1994 claiming reinstatement of the claimants. The dispute was seized in conciliation on 10-1-1995. That in the said dispute, it was alleged that the services of the claimants were terminated in the year 1979-80, whereas the dispute was raised and seized into conciliation in the year 1995. That the dispute has been raised after a lapse of 15 years. Therefore the claim made by the Union is not maintainable only because of inordinate delay in raising the dispute. That reference is bad in law and in any case the reference presumes that 1038 persons were employed in WCL, Kanhan Area which is factually incorrect. That the Labour ministry cannot assume itself the powers to decide the disputed question that the persons mentioned in the demands were employees of WCL. In the reference under Sec. 10 of the I.D. Act, 1947, terms of reference should be clearly spelled out factum of employment and termination itself in dispute and the reference cannot be made on presumptions. Being aggrieved by the said order of reference, the management submitted a representation dated 13-2-1998 requesting the Ministry to amend, modify or substitute the terms of reference. The Government of India vide its letter dated 5-3-1998 refused to consider the above prayer of the management. Being aggrieved by the said letter dated 5-3-1998, the order of reference dated 3-9-1997 the management file a petition before Hon'ble High Court of Judicature vide W.P. No. 1860/98. That the Hon'ble High Court vide order dated 2-9-1998 held as follows :—

“In the opinion of this Court, on the existing terms of reference, the Petitioner can approach the appropriate labour court i.e. CGIT, Jabalpur to raise necessary pleadings and take a stand sought to be urged in this petition with regard to non-existence of their direct relationship of employer-employee. If such plea is raised by the employer in pending reference the CGIT before whom the dispute is pending for adjudication shall take appropriate decision.”

In the light of the above order of Hon'ble High Court, the management has raised the above objection as to maintainability of the order of reference as well as the subject matter of terms of reference. That without prejudice to the above, the facts of dispute in brief are that Union has raised a dispute claiming employment in respect of 45 persons before SDM, Junnardeo in the year 1994. Subsequently the Union increased the number of claimants from 45 to 1800. The Union did not produce any documentary evidence to show that any person of the group of either 45 persons to 1800 were engaged by the management for loading and unloading coal at Hirdagarh Siding. The Union went on increasing the number of claimants from 45 to 63,000 at various stages. That vide settlement dated 12-8-1997, the Union assured the management that they will not go into any sort of agitation if 10 persons will be provided employment under any of the contractors. The Union made settlement on 27-12-1996 in respect of 15 persons. While settlement of the above dispute took place, the Union assured that they will not raise any dispute claiming employment to any other person. The list of the claimants submitted with the terms of reference is imaginary, fake and fictitious. None of them was ever employed by the management for the purpose of loading, unloading coal and others jobs at Hirdagarh siding, Kanhan Area at any time. The management vide letter No. 57/97, dated 9-7-1997 made a complaint to Station Incharge, Junnardeo Police Station that Shri Fattulal Bhosale, General Secretary who is ex-employee of the State Bank of India and Shri Ramjeevan Gautam, Ex-Mining Sirdar of Mine No. 2 are making false and fabricated service cards etc. and distributing the same amongst the villagers by giving an assurance that based on those documents, they will get employment in the colliery. The management also intimated SDM, Junnardeo regarding the same. That Shri Fattulal Bhosale published various notices amongst the villagers that they have to assemble before the Chief General Manager, WCL, Kanhan Area and collect their appointment orders. By doing such type of illegal activities, Shri Fattulal is trying to mislead the poor villagers and trying to collect huge amount of money. The management filed an application for supply of better particulars of the claimants so that they may be identifiable. The better particulars called for were such as full name and father's name, date and place of birth, permanent address, place of work, particulars of appointment etc. inspite of the order passed by this Tribunal on 27-2-1998 to supply the better particulars, the Union has not supplied better particulars in respect of the claimants. On this ground alone, the reference is liable to be rejected. The claimants were not sponsored by the Employment Exchange nor employed by the management of WCL and as such cannot seek to cut down the constitutional right of other persons of employment through employment exchange and selection by the management of WCL. The protection of Chapter-V(a) of the I.D. Act is not available to the workmen under the present circumstances. The question of engagement of 1038 persons for the purpose of loading and unloading coal at Hirdagarh Siding during the period from 1973 to

1980 does not arise as coal production during the said period did not require that much manpower for the purpose of loading and unloading coal. The entire manpower details of coal produced and requirement of manpower of coal loading-unloading of the Kanhan Area of WCL during the period from 1973 to 1980 are given below:—

| Year    | Total Manpower                              | Coal Produced | Manpower required for loading and unloading |
|---------|---|---------------|---|
| 1973    | Kanhan Area came into existence in May 1973 |               |   |
| 1973-74 | 11.03                                       | 40            |   |
| 1974-75 | 14.39                                       | 50            |   |
| 1975-76 | 12518                                       | 60            |   |
| 1976-77 | 10629                                       | 50            |   |
| 1977-78 | 10569                                       | 45            |   |
| 1978-79 | 10812                                       | 50            |   |
| 1979-80 | 10887                                       | 55            |   |

From the above, it is clear that there was no such coal production during those periods requiring 1038 persons for the purpose of loading and unloading coal. The Union has raised the present dispute with a view to secure appointments to the claimants through the backdoor which is not permissible in law. It is prayed that this Tribunal be pleased to hold the action of the management WCL, Kanhan Area is not providing employment to Smt. Kalawati Bai and 1037 others is legal and justified and that the order of reference is illegal, bad in law and the same is not maintainable.

4. The workman/Union in order to prove their case examined Sarva Shri Mangal, Khedan, Kishori, Mangal Singh, Smt. Kamla Bai, Smt. Somanti Bai, Dasan, Hirajai, Smt. Phulmat Bai and Fattulal Bhosale.

5. The management in order to defend the case examined Sarva Shri K.H. Palanki, Vinod Kumar Vyas, N.M. Chandok and V.R. Chouhan.

6. The parties have filed certain Photostat copies of documents. Those documents shall be referred in the body of this award where the need be.

7. Both the parties have filed their written argument. I have heard Shri R.C. Srivastava, Advocate and Smt. Saroj Deharia, Advocate for workman/Union and Shri A.K. Shashi, Advocate for the management.

8. I have very carefully gone through the entire evidence on record.

9. It has been submitted by the learned counsel for the management that the terms of reference are contrary to the material submitted before Conciliation Officer. That the terms of reference do not disclose the period of the alleged engagement of the workmen, date of termination, etc. as the cause of action arise from the date of termination. He submitted that in the absence of the above material facts, the term of reference is bad in law. Against the above, the learned counsel for the workmen/Union submitted that the reference referred by the appropriate Government is legal

and an industrial dispute existed between the Union and the management. The term of reference has been mentioned in para-1 of this award. The learned counsel for the management placed reliance for his above contention on 1999-I-LLJ-232 in the case of Eagle Fashions versus Secretary (Labour and others). It has been held in the law cited above.

"In the instant case, the terms of reference have not been properly drawn up and therefore the order of reference is vitiated when the factum of employment and termination itself is in dispute, the terms of reference could not have been so framed as to presume the employment and its termination. There is no application in mind."

It was also held therein that in a reference under Sec. 10 of the Act, the terms of reference should be clearly, spelled out between the parties on the real dispute and if it is not so, the order of reference is liable to be interfered with in the writ proceedings.

The learned counsel for the management further submitted that the list of workmen enclosed with the terms of reference lacking particulars of claimants for identification. That the only names of the beneficiaries are given and therefore it is a vague document and is not enforceable. The list of the workmen enclosed with the terms of reference bears only the names of the workmen. In this list, even father's name of the workmen is not given. No other details is given for identifying the workmen. It is a fact that in the term of reference, the period of engagement of the workman and the date of their termination etc. have not been given. Having considered the law cited above, I am of the view that the contention of the learned counsel for the management that the term of reference is bad in law is having force.

10. The learned counsel for the management further submitted that the dispute is highly belated. He submitted that the so-called Union was registered on 3-9-1993 vide Registration Certificate Paper No. 55/24 on record and the Union for the first time raised the Industrial Dispute by filing an application before the ALC(C), Chhindwara on 20-1-1994 vide Paper No. 15/13 on record claiming certain benefits. The above contention made by the learned counsel for the management is quite correct according to the documents available on record. The learned counsel for the management further submitted that the cause of action arose on the date of termination of services i.e. according to claimants w.e.f. 1-8-1980 and this dispute was raised for the first time before ALC(C) on 20-10-1994 i.e. after about 15 years of the date of cause of action arose, hence the same is not maintainable. He further submitted that neither any pleading nor any evidence nor any prayer from the Union has been made on the point of delay. The learned counsel for the management in support of his above submission that the reference is not maintainable placed reliance on 1989-LJC-1702(ALL) in the case of U.P. State Electricity Board and another versus Presiding Officer, Labour Court, 2004-II-LLJ-460 (Karnataka) in the case of Chandrapagol A.G. versus Assistant Executive Engineer, Ghataperabha Right Bank Canal Construction, Sub-Division-1, Balgaum Distt., 2002-II-LLJ-157(SC) in the case

of Assistant Executive Engineer, Karnataka versus Shivalinga, (2001)1-SC-424 in the case of Indian Iron & Steel Company Ltd. versus Prahlad Singh and 1996-LAB-IC-45(P&H) in the case of Balwant Singh versus Labour Court, Bhatinda and another. I have very carefully gone through the law cited above by the learned counsel for the management. It has been held therein that the Labour Court/Industrial Tribunal can reject the reference on the ground that the dispute was stale or had ceased to exist. In (2001)-1-SC-424 (Supra), it has been held that in this case, the claim was made almost after a period 13 years without any reasonable or justifying ground as held by the Tribunal and there was nothing on record to explain this delay as held by the CGIT. That the CGIT rightly did not grant any relief. In 1996-LAB-IC-45(P & H) (Supra), it has been held that the Labour Court had the jurisdiction to decline the relief on the ground of delay. That its action in doing so was neither illegal nor unjust.

11. Against the above, the learned counsel for the workmen/Union submitted that once the appropriate Government decides to refer an Industrial Dispute to the tribunal, even after the delay, the appropriate Government in present case is satisfied with the delay in raising the Industrial Dispute is not fatal and in the interest of Industrial peace and harmony the Industrial Dispute required an adjudication. In the case at hand the claim was made almost after a period of 15 years without any reasonable cause or without any justifying ground. Not only this, even in the statement of claim, no averment has been made by the Union justifying the period of 15 years delay and no prayer has been made for condonation of such delay. In view of the law cited above, I am of the considered opinion that the delay has been fatal to the case of the workmen/Union.

12. It has been submitted by the learned counsel for the management that the Union has not claimed or prayed for employment/reinstatement in their statement of claim. That their claim is only the monetary benefits hence the relief of reinstatement cannot be granted. In the statement of claim, the Union has claimed the monetary benefits and all other facilities available to them under Industrial Disputes Act, 1947. It is to be decided by this tribunal according to the terms of reference to what relief are the workmen entitled and from which date. Therefore I find myself unable to agree with the contention of the learned counsel for the management that the relief of reinstatement cannot be granted to the workmen.

13. The learned counsel for the management submitted that the Union claimed that the claimants worked for several years, the management never admitted this claim and the management has always denied the claim by the Union. He attracted the attention of this court towards the admission made by Union's witness Shri Fattulal Bhosale, General Secretary of the Union on behalf of workmen/Union. It is a fact that Shri Fattulal Bhosale, General Secretary of the Union, admitted during the course of evidence that the management always denied claim made by the Union.

14. The learned counsel for the management submitted that the evidence of the Union witnesses have not established their claim. That the witnesses were unable to state atleast period of work, the place of work, nature

of work, the date of engagement, date of termination, name of the person engaged them, name of the person who supervised their work, name of the person who paid their wages etc. I have very carefully gone through the evidence of all the Union's witnesses. The submission made by the learned counsel is quite correct according to record. There is no document admissible under law on record to support the claim of the Union.

15. It is clear from the perusal of the affidavits filed by all the Union's witnesses except Shri Fattulal Bhosale, General Secretary that they are not aware with their case. They do not know the contents of affidavit which is in other words the evidence of their examination-in-chief. It has been rightly submitted by the learned counsel for the management that the oral evidence of the Union's witnesses has not established their claim.

16. The learned counsel for the workmen/Union submitted that in para-3 of the statement of claim, the averment has been made that in the month of July-1980, out of 1038 workmen, only 525 workmen were engaged and rest of them were terminated without any prior notice. He submitted since the above averment has not been denied on behalf of the management in their Written Statement therefore it may be taken as proved. In this connection, the learned counsel for the management submitted that it is incorrect to say that para-3 of the statement of claim has not been denied by the management. He submitted that the averments made in para-3 have been denied by the management in para-47 of the written statement. I have gone through the para-47 of the written statement of the management. The above contention of the learned counsel of the management is correct. The averments made in para-3 of the statement of claim has been, no doubt, denied in para-47 of the written statement. The learned counsel for the management submitted that the management had moved an application para no. 12 with the prayer that the Union be directed to produce rules and regulations of the Union, membership register, particulars of payment of membership, subscription and minutes of resolution passed by the Union for raising the dispute but the Union did not produce those papers and therefore adverse inference is liable to be drawn against the Union. I have gone through the ordersheet of this reference proceeding. No order has been passed on the aforesaid application, therefore no adverse inference can be drawn against the Union.

17. The learned counsel for the management also submitted that the adverse inference is liable to be drawn against the Union because Shri Fattulal Bhosale, the General Secretary of the Union inspite of order dated 27-2-1998 of the court did not comply with the said order. By the aforesaid order, the Union was directed to give the better particulars of the claimants. Inspite of the repeated orders on this tribunal the Union did not supply the better particulars for identification of the workman i.e. the Union failed to give father's name, permanent address etc. of workmen as ordered. During the evidence of cross-examination regarding the above order, Shri Fattulal Bhosale, General Secretary one of the Union's witnesses deposed that he did not comply with the said order of supplying better particulars of the workman because he

did not consider it proper to comply with the said order of the tribunal. It is natural that under this circumstances, the tribunal is left with no other alternative except to draw adverse inference against the Union and to hold that the identity of the workmen has not been fixed by the Union. Not only this, it is mentioned in the order of reference that workmen late Shri Bihari Parashar at Sl. No. 306, late Kowaji at Sl. No. 823, and late Disha Ramja at Sl. No. 1081, are no more. But Shri Fattulal Bhosale, the General Secretary of the Union deposed that all the 1038 workmen are alive. It also indicates that perhaps the General Secretary himself is unable to fix the identify of the workmen.

18. Shri Fattulal Bhosale, General Secretary of the Union in his evidence of examination-in-chief i.e. in his affidavit has supported the case of the Union but during his cross-examination, he has deposed such facts which shatters the case of the Union. Initially the claim was raised by Shri Fattulal Bhosale, the General Secretary for 7080 persons but later on the statement of claim was amended and the claim was made only for 1038 workers. But in his evidence, the witness stated that he never took the case of 7080 persons anywhere. It is to be noted here that the list appended with the order of reference is for 1038 workmen. Out of them, only 9 have been examined and Shri Fattulal Bhosale, the General Secretary of the Union has also been examined but none of the witnesses disclosed the name of any of the workmen mentioned in the list. The rest of the workmen though represented by Shri Fattulal Bhosale, the General Secretary of the Union but he has also not disclosed their names in his evidence. Thus the oral evidence of the Union does not inspire confidence. The management has examined their four witnesses all are the employees of the management they have well supported the case of the management. They deposed that none of the claimants worked in the Hirdagarh Siding at any time. Shri K.S. Pathankay, then employed as Sr. Loading Suptd. with the management deposed that loading by mechanical process was introduced in the year 1985 and there was no job of coal loading by manuals since 1985. He further deposed that workers who were engaged in wagon loading were given alternative jobs in the mines. Shri V.R. Chouhan, M.M. Chandok management's employees stated as management's witnesses that they were working in personal department in different capacities in Kanhan Area. They further deposed that Hirdagarh Siding is under the control of Kanhan Area. They also deposed that the claim of employment 1038 workmen was never raised before the management. The witnesses also deposed that they have been pleading the case before different authorities such as Naib Tahsildar, S.D.M. Collector, Assistant Labour Commissioner etc.

19. It appears from the record that initially the Union had raised industrial dispute in respect of 15 persons only. In this respect Union's witness Shri Fattulal Bhosale, General Secretary of the Union stated in his cross-examination that he had submitted the list of 15 workers to the management in the year 1997 for re-employment. That the said list was in respect of 15 persons. That he had never submitted a list of 1038 persons. Again this witness stated during the course of cross-examination that he has

submitted the list of 300 persons and immediately he said that the said list is not acceptable to him. He further deposed during the course of cross-examination that the management submitted reply before ALC(C) dated 7-4-1993, 18-5-1993, 20-7-1993, 13-9-1993 and 25-10-1993. That the management has stated that the claimants were never employed by the management. The learned counsel for the workmen/Union submitted that the management has referred the judgement of the Hon'ble High Court of MP with regard to this reference. He further submitted that the Hon'ble High Court of MP has not decided the case on merits. That more over the tribunal is creature of the reference and it cannot go beyond the terms of reference as has been held by the Hon'ble Apex Court in Perfect Pottery case. Against the above, the learned counsel for the management submitted that maintainability of the order of reference is liable to be decided by this tribunal. He further submitted that the judgement of Supreme Court reported in AIR 1979 in the case of Perfect Pottery is not applicable in the present case. That in the present case, being aggrieved by the order of reference, the management had filed W.P. No. 1860/98 before the Hon'ble High Court of judicature at Jabalpur, the copy of petition is Paper No. 7/2 on record. That the Hon'ble High Court vide order dated 2-9-1998 specifically held that all the objections mentioned in the petition including the non-existence of their direct relationship of employer-employee if raised before the CGIT, the same be decided by the Adjudicating Forum. The copy of the aforesaid order is paper No. 33 on record. I have very carefully gone through a copy of Writ Petition and the copy of Hon'ble High Court's order mentioned above. In the light of the aforesaid order of the Hon'ble High Court, this tribunal has to consider whether the order of reference is maintainable or not. It is very clear from the entire evidence of Shri Fattulal Bhosale, the General Secretary of the Union that since very beginning the management has been denying that the workmen were their employees. The documents on record also testify the above evidence of Shri Fattulal Bhosale. It has been in the case of the management since beginning that the claimants were never employed by the management. The term of reference is contrary to the material submitted before the Conciliation Officer. The term of reference do not disclose the period of workman's alleged date of termination though the cause of action arose from the date of termination. In the absence of such material facts, the term of reference is, no doubt, bad in law as has already been held above.

20. As held above, the terms of reference is bad in law, the reference is highly belated by about 15 years, the workmen are not identifiable, the relief sought is vague, the order of reference is not maintainable and the Union has failed to prove their case. Therefore the reference deserves to be decided in favour of the management and against the workmen/Union with costs.

21. In view of the above, the reference is answered in favour of the management and against the workmen/Union

with costs holding that the action of the management of WCL, Kanhan Area, Distt. Chhindwara (M.P.) in terminating the services of Kalawati Bai and 1037 other Mazdoor (list enclosed) who had been engaged on the work of loading and unloading of Coal and other jobs for several years at Hirdagarh Siding Kanhan Area, if any, is legal and justified. The workmen are not entitled to any relief.

22. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2008

क्र.आ. 1117.—ऑडिशनिक विवाद अधिकारी, 1947 (1947 का 14) की धरा 17 के अनुसार मैं, केन्द्रीय सरकार चेस्टर्न कोलफील्ड्स लिमिटेड प्रबंधन के सब्द नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट ऑडिशनिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, जबलपुर के पंचाट (संदर्भ संख्या 51/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2008 को प्राप्त हुआ था।

[सं. एस-22012/91/2001-आईआर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd April, 2008

S.O. 1117.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/2003) of the Central Government Industrial Tribunal cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Western Coalfields Limited, Kanhan Area, and their workmen, received by the Central Government on 23-4-2008.

[No. L-22012/91/2001-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR

No. CGIT/LC/R/51/2003

PRESIDING OFFICER : Shri C. M. SINGH

The General Secretary,  
B.K.K.M.S. (BMS) Union,  
P.O. Parasia,  
Distt. Chhindwara

—Workmen/Union

#### Versus

The Chief General Manager,  
Western Coalfields Limited,  
Kanhan Area, P.O. Dungaria  
Distt. Chhindwara

—Management

#### AWARD

Passed on this 8th day of April, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/91/2001-IR(CM-II), dated

11-03-2003 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of W.C. Ltd. Kanhan Area, P.O. Dungaria, Distt. Chhindwara in not regularising Sh. Ravikant, S/o Sh. Channoo, as Store Issuer Clerk Gr. III of Ambara Colliery of W.C. Ltd. Kanhan Area, w.e.f. 1-1-1993 is justified? If not, to what relief the concerned workman is entitled to? ”

2. The case of workman Shri Ravikant in brief is as follows. That he was initially appointed as Expl. carrier in Cat. II at Ambara Colliery and subsequently promoted to the post of Store Mate in Cat. IV on 21-1-1992 as permanent workman as per provisions laid down in National Coal Wage Agreement. The service conditions of workmen is governed under the provisions of certified standing orders of WCL as well as the provisions of NCWA. The classification of workman has been classified under the provisions of the Certified Standing Orders as under :—

- a. Apprentice
- b. Bedli or substitute
- c. Casual
- d. Permanent
- e. Probationer
- f. Temporary

The workman has been promoted to the post of Store Issue Clerk Grade-III on 21-1-1992 but the wages of Category IV was being paid to him. The workman has been continuously officiating on the higher post w.e.f. 12-1-1992 and therefore, under the definition of the probationer as classified in the certified standing orders, neither the Competent Authority issued any positive or negative orders nor the period of probationary was extended beyond the period six months. The categorisation job descriptions and nomenclature has been solicited by the Bipartite Committee of Coal India Limited which has been approved by the Central Government with the consent of functioning trade Union so that categorisation job descriptions and nomenclature agreed for the workman employed in the Western Coal Fields Limited is an agreement of binding nature defined under Sec. 18(1) of I.D. Act, 1947 and it can not be illegal to say that the said workman is entitled to receive wages of clerk Grade-III according to nature of job performed by the concerned workman from retrospective date 12-1-1992.

3. The case of the management in brief is as follows. That the workman has raised the present dispute claiming promotion w.e.f. 1-1-1993. The dispute raised on 16-8-2000 after a lapse of about 7 years. Shri Ravikant was initially appointed as DPR in Cat-I on 19-1-1976 at Sukri Colliery and came on transfer from Sukri Colliery on 15-7-1977. He was regularised as explosive carrier in Cat.-II at Ambara

Colliery in due course of time. He was again regularised as Store Mate in Cat. IV w.e.f. 1-1-1992 through Form-H (memorandum of settlement, Under Rule-58). That he was regularised as Store Mate in Cat. IV On 1-1-1992 only, so the question of promotion to the post of Store Issue Clerk in Grade-III does not arise. On the basic of work being performed wages of Cat. IV is being paid to correctly from the date of regularisation. The workmen was neither been promoted as Store Issue Clerk Grade-III nor he was assigned the job as such. He was regularised to the post of Store Mate in Cat. IV through Form H vide order dated 4-2-1992. That the promotion is not birth right of any workman, promotion is given as recommended by the DPC. In this case, neither any DPC was conducted for the post of Store Issue Clerk Grade-III nor he was promoted to the said post as stated by the workman in his claim. Workman Shri Ravikant was regularised as Store Mate in Cat. IV through Form H with the RKKMS (INTUC) Union in the year 1992 itself and payment to the said workman is being made as per provisions of NCWA. After a gap of 12 years approximately, raising the dispute for making payments of deference of wages of Store Issue Clerk of clerical Gr-III is highly justified. The claim of the workman/Union deserves to be dismissed and the workman/Union is not entitled to any relief.

4. Vide order dated 21-11-06, the reference proceeded ex parte against the workman/Union and therefore there is no evidence on record on behalf of workman/Union. The management in order to prove their case filed affidavit of their witness Shri P.K. Tripathi then working as Senior Personnel Officer in WCL, Ambara Colliery of Kathan Area.

5. I have heard Shri A.K. Shashi, Advocate for the Management. I have very carefully gone through the evidence on record.

6. The case of the management is fully established and proved from the uncontroversial and unchallenged testimony of management's witness Shri P.K. Tripathi and therefore the reference deserves to be answered in favour of the management and against the workman without any orders as to costs.

7. The reference is answered in favour of the management and against the workman/Union without any orders as to costs holding that the action of the management of W.C. Ltd. Kanhan Area, P.O. Dungaria, Distt. Chhindwara in not regularising Sh. Ravikant S/o Sh. Channoo, as Store Issuer Clerk Gr. III of Ambara Colliery of W.C. Ltd. Kanhan Area w.e.f. 1-1-1993 is justified and consequently the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per as rules.

C. M. SINGH, Presiding Officer



6. In spite of efforts none appeared on behalf of the concerned workman. Notice to the concerned workman was issued even at his village address but he did not appear at the stage of argument of the case though evidence was adduced on his behalf and the MWs have been cross-examined.

7. Ld. Lawyer for the management has vehemently argued that for the same matter the concerned workman had filed an application before the Hon'ble CAT, Patna. He has prayed the same relief and the Hon'ble CAT, Patna has given finding that the concerned workman did not work for 240 days even for the purpose of Section 25F of the I.D. Act, 1947. As per W.S. in the case they were employed as daily rated Mazdoor for less than 90 days as there was no sanctioned post. Accordingly the case of this concerned workman and other persons was dismissed. It has been submitted that in that above circumstances the concerned workman is not entitled for any relief. He has filed a number of decisions to show that even in the circumstances the concerned workman though worked as casual labour, is not entitled for any benefit under Section 25F of the I.D. Act, 1947. He has submitted that in fact the concerned workman was engaged by the department only for some days that too as part time worker for limited period less than 90 days. He was not appointed by the department and no appointment letter was issued. Accordingly he is not entitled for any relief. He has submitted, in the circumstances, award may be passed in favour of the management.

8. Before proceeding further it will be relevant to mention that the concerned workman had filed an application before the CAT, Patna bearing No. OA-31 of 1991 which is also evident from Ext. M-1. From perusal of certified copy of the order of the Hon'ble CAT, Patna it appears that Arun Kumar Gupta and others were applicants in O.A.-31 and along with this case other cases were also considered and the case was disposed of by the Hon'ble CAT Patna *vide* Order d1. 8-1-92. Para-10 of the said judgement deals with the case of the concerned workman which reads as follows :—

"In OA-31 of 1991, there is nothing to indicate that the petitioners have continuously worked for 240 days even for the purpose of Section 25F of the I.D. Act. According to the written statement filed in the case they were employed as daily rated Mazdoors for less than 90 days as there was no sanctioned post. These petitioners have, therefore, not made out any case for exercise of our discretionary powers."

It further appears that in para-13 which is operative portion reads as follows :—

"Having considered the facts and circumstances for all these cases, we are of the opinion that if at all, the petitioners should have approached the Industrial Tribunal or Labour Courts as the case may be for ventilation of their grievances under Section 25F of

the Industrial Disputes Act. There is nothing on the record to show and in fact nothing was pointed out by the learned counsel arguing their cases which would make out a case for exercise of our discretionary powers in these cases following the decision of the Padmavally case mentioned above. We, therefore, dismiss all these cases but without costs."

9. From perusal of para-10 mentioned above it appears that there is already a finding by the Hon'ble CAT, Patna that this concerned workman as well as other workmen could not establish the facts that they worked for 240 days even for the purpose of Section 25F of the I.D. Act, 1947. In fact, they worked as daily rated Mazdoors less than 90 days. In this situation when there is finding of the Hon'ble CAT, Patna regarding number of days being worked by the concerned workman question does not arise to re-consider the same and to give a contradictory finding on the said issue. However, it will be relevant to mention some facts which has been mentioned in the evidence of the witnesses including MWs and the documents in this regard.

10. WW-1, the concerned workman has stated that he was engaged by the management as Plumber Helper from 1986 and he worked in that capacity from April, 1986 to June, 1990. In each year he worked for more than 240 days. He used to perform the job of permanent nature. He worked continuously under the management. On the same issue some workmen at Patna Postal Department raised industrial dispute and on the basis of an Award given by the Tribunal the management has regularised them. However, the management did not consider his prayer to regularise him and stopped him to do work from January, 1990 without issuing any notice or paying any compensation due to which he raised industrial dispute. He has filed a decision of the Hon'ble CAT, Patna Bench passed in Registration No. OA-363 of 1989. During cross-examination he has said that the management has not issued any letter of appointment. His name was not forwarded by the Employment Exchange for the appointment. He was engaged by the Officer Incharge personally. He has denied the suggestion that his claim is not justified.

11. From perusal of the W.S. as well as evidence of the concerned workman it appears that he has made statement regarding the fact that he worked from 1986 to 1990 and each calendar year he worked for more than 240 days and his services were arbitrarily terminated in the year 1990.

12. However, on the aforesaid point in the W.S. filed by the management it has specifically been denied that the concerned workman did work for more than 240 days in a calendar year. MW-1 in his examination-in-chief has stated that it is not a fact that the concerned workman has worked under the management for more than 240 days. He has

further stated that it is not a fact that he has worked for more than 90 days continuously in a quarter of the year. The witness has further said about the filing of the case No. OA 31/91 before the Hon'ble CAT, Patna which has been dismissed. However, from his evidence in cross-examination it appears that he is in service since 1997. It appears that during the relevant period he was not posted. This aspect of the matter will be discussed later on in the light of the evidence of other witnesses.

13. MW-2 was working as Assistant Engineer in Postal Department at Ranchi from January, 1986 to December, 1988 and says to know the concerned workman. He has further stated that for doing the some work he engaged the concerned workman on daily wages basis not more than 89 days at a time. It is not a fact that the concerned workman worked under the management continuously. It is a fact that in a year sometimes the concerned workman worked more than 240 days but they never allowed to work more than 89 days at a time. No appointment letter was issued to the concerned workman for any work. Also no order of dismissal was passed against him. It is not a fact that the concerned workman was ever terminated from his service by the management. He marked him present for the days he worked under him. Management paid him wages on daily wages basis. Thereafter, he has said about the documents regarding payment. He has also said about filing of the case by the concerned workman before the Hon'ble CAT Patna and certified copy was filed which has been marked as Ext. M-1. This witness in his further statement has proved 22 payment vouchers and stated about the period of vouchers which are for 28 working days during March, 1989, 29 days for the month of May, 1989, for 30 days for April, 1989, giving details of days of the different months relating to different voucher during different years. He has also further proved other vouchers up to Ext. M-2/45. He has stated that it is not a fact that the management terminated the services of the concerned workman. The concerned workman was engaged for doing work under the management whenever any work was available on daily wages basis but when no work was available there was no question at all to provide him with any work. In his reply to the question he has said that no action was taken by the management against the concerned workman. During cross-examination he has said that the document in question was not issued under his signature. However, referring about document Ext. M-2/23 and some other documents he has said that they were issued in his signature. Above documents were prepared under his signature on the basis of attendance of the workman. In the year 1986 the concerned workman worked for more than 240 days but in the next year in 1987 he worked less than 240 days. However, in 1989 he worked for more than 240 days. He cannot say after 1989 the concerned workman worked for more than 240 days or not. He has denied the suggestion that he has suppressed the facts deliberately. MW-3 has said about his posting from January, 1988 to September, 1990 as Junior Engineer at Postal Department at Ranchi. He knows the concerned workman. The concerned workman

never worked continuously for more than 90 days. His wages were paid through vouchers. He has also said about the vouchers through which payment was made and the same are Ext. M-3 series. During cross-examination he has said that the concerned workman discharged his duties in various job. He cannot say that the concerned workman did work for 307 days in the year 1988, 348 days in 1989 and 156 days in 1990.

13. MW-4 has said about his posting as Asstt. Engineer in Postal Civil Sub-Division, Ranchi from 1989 to July, 1994. During his tenure part time workers were engaged for doing temporary job. As there was no system of question of issuance of any appointment letter to the part time worker did not arise. The part time workers had to be engaged in case of emergency or exigency. The witness also said about the vouchers of payment and identified some vouchers mentioned in his depositions. To question regarding the period of working of working days during some different year by Arun Kumar Gupta to which the witness has replied he does not remember. He has denied the suggestion that he is depositing falsely to this effect that they did not engage these workers as and when required. He has also denied the suggestion that the concerned workman continuously worked in his department.

14. From perusal of the evidence of the aforesaid witness it appears that the concerned workman was engaged to work on daily wages basis but as and when required. However, from the mouth of the none of the witnesses it has come in evidence that the concerned workman did work continuously for 240 days or more continuously in any year. Besides other witness on the above issue the important evidence is of MW-2 who was posted as Asstt. Engineer from January, 1986 to December, 1988. He has specifically stated about the fact that the concerned workman was not allowed to work more than 89 days at a time though his evidence shows that sometimes he worked more than 240 days in a year. But it appears from his evidence that the concerned workman did not work 240 days continuously. Rather he worked maximum continuously for 89 days. Similar is the evidence of MW-3. In this connection the vouchers relating to the concerned workman Arun Kumar Gupta have been examined. For instance Payment voucher Ext. M-2/21 shows that A.K. Gupta was engaged for day to day maintenance work from 1-3-89 to 21-3-89 and 23-3-89 and 25-3-89 to 30-3-89 total number of days 28. This voucher appears to be related for the payment of March, 1989. Similarly Ext. M-2/31 shows that A.K. Gupta was engaged for maintenance from 1-2-87 to 28-2-87 for 28 days. Ext. M-2/36 shows that A.K. Gupta was engaged for 1-4-86 to 6-4-87 and from 8-4-87 to 11-4-87 total working days 10. Ext. M-2/38 shows that A.K. Gupta was engaged from 1-7-87 to 31-7-87.

15. Several exhibits are in torn condition and are not in good condition and the same are very old. Difficulties are being experienced in perusing the same. The exhibits referred to above at least shows that the concerned workman was not continuously engaged rather in every month he was engaged but it was not a continuous engagement.

Even in every month a few days were left when he was not engaged. So the evidence of the MWs is supported by documentary evidence also.

16. One thing is relevant to mention here that during examination-in-chief the concerned workman has not stated about filing of any application before the Hon'ble CAT, Patna. During cross-examination he has stated that it is not a fact that the Hon'ble CAT, Patna dismissed his case. From perusal of Ext. M-1 which bears number OA-31/1991 along with other applicants, the case of this A.K. Gupta and others was also disposed during the year 1992. This reference has been received in this Court on 31-8-95. From perusal of the evidence of MWs it appears that the concerned workman had filed the application before the Hon'ble CAT, Patna which was dismissed. The certified copy of the order is also on the record. Thus it appears that the concerned workman is not correct in stating the fact and he has suppressed the fact about filing the application before the Hon'ble CAT, Patna. It will further be relevant to show that already it has been mentioned that the Hon'ble CAT, Patna have been pleased to observe in relation to this concerned workman that according to the W.S. filed in the case they were employed as daily rated Mazdoor for less than 90 days as there was no sanctioned post, his application and the application of other workmen was dismissed by the Hon'ble CAT, Patna. Since already there is finding regarding number of working days there was no need to examine the aforesaid matter but still the same has been examined as witnesses were examined, cross-examined and documentary evidence have been brought on record on this point and the Ld. Lawyer for the management has further argued on this point.

17. Ld. Lawyer for the management has submitted that at best the concerned workman could have raised relief in accordance with Section 25F of the I.D. Act, 1947 but in the facts and circumstances of the case and also on the basis of the evidence and materials on record the concerned workman is not entitled for any relief including relief under Section 25F of the I.D. Act, 1947. In support of his contention he has filed a decision reported in 2008(I) BBCJ 460.

18. Ld. Lawyer for the management has submitted that since the concerned workman did not work even for 240 days Section 25F of the I.D. Act, 1947 has no application in the instant case. Even for the sake of argument it is presumed that he worked for 240 days in a year still the section has no application as the concerned workman was not employed rather was engaged as and when required basis on daily wages.

19. It will be relevant to mention here Section 25F of the I.D. Act, 1947 which reads as follows:—

#### “Section 25F

Conditions precedent to retrenchment of workmen.

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment

and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate government (for such authority as may be specified by the appropriate government by notification in the Official Gazette).”

20. In this case as discussed in the earlier portion of the judgement the concerned workman did not work 240 days or more in a year. Beside this as per evidence of WW-1 and other MWs no any appointment letter or engagement letter had been issued to the concerned workman. On the basis of the evidence and materials it appears that the concerned workman was engaged on daily wages as and when required and that too not more than 89 days continuously. In the instant case there is no letter of termination, engagement/employment of the concerned workman as per submission made on behalf of the management. As per evidence on record it appears that there is no appointment of the concerned workman following procedure/rules regarding appointment. It also does not appear that the concerned workman was engaged/appointed against any permanent vacancy or sanctioned post. From perusal of Section 25F of the I.D. Act, 1947 it appears that it is applicable to the workman who is employed in the industry and in continuous service for not less than one year which is not the case here.

21. From perusal of the decision filed by the Ld. Lawyer for the management it appears that a person engaged on daily wages cannot make claim of any relief in accordance with Section 25F of the I.D. Act, 1947. The above judgement shows “Industrial Disputes Act, 1947—Section 25F—Retrenchment—Termination of employment of a daily wage employee cannot give rise to an industrial dispute—Such a person is not within the sweep of the Act—An employer terminating the employment of daily wages is not required to follow the provisions of Section 25F and is not required to serve notice, pay compensation etc. (para-7).”

22. In view of the discussion made above the concerned workman was not appointed and accordingly the question of terminating the services of the workman w.e.f. 12-6-90 does not arise and accordingly he is not entitled to get any relief.

The reference is answered accordingly.

NAGENDRA KUMAR, Presiding Officer.

नई दिल्ली, 23 अप्रैल, 2008

का.आ. 1119.—आंतरिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार मैं, केन्द्रीय सरकार आकॉलॉजिकल सर्वे ऑफ इंडिया के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों

के बीच, अनुबंध में निर्दिष्ट औदोगिक विवाद में केन्द्रीय सरकार औदोगिक अधिकारण/क्रम व्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 171/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2008 को प्राप्त हुआ था।

[सं. एल-42012/142/96-आईआर(डोय)]  
जजाय चूमार, डेस्क अधिकारी

New Delhi, the 23rd April, 2008

**S.O. 1119.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 171/97) Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Archaeological Survey of India and their workman, which was received by the Central Government on 23-4-2008.

[No. L-42012/142/96-IR(DU)]  
AJAY KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R.N. Rai

LD. No. 171/1997

#### IN THE MATTER OF :

Sh. Aatma Nand & Ors.;  
C/o. Akhil Bhartiya Puratatav  
Sarvekshan Kamgar Union,  
E-26 (Old Qtr.), Raja Bazar,  
Baba Kharak Singh Marg,  
New Delhi

—Claimant

Versus

The Director General,  
Archaeological Survey of India,  
Janpath, New Delhi.

—Respondents

#### AWARD

The Ministry of Labour by its letter No. L-42012/142/96-IR (DU) Central Government dated 14-10-1997 has referred the following point for adjudication:

The point runs as bereunder:—

“Whether the action of the management of Archaeological Survey of India in terminating the services of Sh. Aatma Nand, S/o. Sh. Maha Nand, Beldar on muster roll w.e.f. 1-4-1995 and the services of Sh. Devender Kumar, S/o. Sh. Ganpat, Beldar on muster roll w.e.f. 14-7-1994 is just, fair and legal? If not what relief the workman are entitled?”

In the instant case Sh. Aatma Nand, the workman has expired. His wife Smt. Lalita Sharma was brought on the record. The workman Sh. Devender Kumar has not

participated in the proceedings and he has not filed any evidence.

The case in brief of the workman is that he was initially engaged as Beldar on muster roll w.e.f. 23-9-1990. He performed duties at several places just as Hauz Khas, Qutab Minar etc. His services were terminated on 1-4-1995 illegally and arbitrarily without payment of retrenchment compensation and pay in lieu of notice.

That the workman should have been conferred temporary status in view of letter dated 10-9-1993. The workman has completed for more than 240 days in every year of his employment, if Sundays and Holidays are calculated.

The case of the management is that Sh. Aatma Nand was a casual labour. He was engaged as per exigencies of the work. He was a daily wager. It is not obligatory on the management to pay him retrenchment compensation. His dis-engagement is not illegal and arbitrary. He has not completed 240 days in any of the years of his employment. He is not entitled to any back wages.

The workman has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that the management witness, the Assistant Superintendent, Sh. Gurcharan Singh has filed affidavit. He has admitted in the affidavit that the workman was engaged as a daily rate worker for the execution of sanctioned periodical repair work at the monuments.

He has further admitted in the affidavit that the workman has worked for 58 days in 1990, 180 days in 1991, 202 days in 1992, 218 days in 1993, 231 days in 1994 and 37 days in 1995. This workman has admitted in his cross examination that in the details of the working days Sundays and National holidays have not been calculated.

It was further submitted that in case Sundays and Holidays are added the workman has atleast performed 240 days work in 1992, 1993 & 1994 as per the admission of the management witness.

It was further submitted from the management that the workman was a daily wager. Payment to him was made at the end of every day.

The Constitution Bench Judgement of the Hon'ble Apex Court in Uma Devi's case is not applicable in ID Act cases. If a workman has worked for 240 days continuously in any calender year, section 25-F of the ID Act, 1947 is attracted and the workman becomes entitled to retrenchment compensation and one month's pay in lieu

of notice. It has not been mentioned anywhere u/s 25 F that the engagement should be after following the proper recruitment process.

The workman has admittedly been engaged by the management and he has performed duties for more than 240 days in at least three years and he has not been paid any retrenchment compensation. The mandatory provision of section 25-F of the ID Act, 1947 is attracted.

There is no force in the argument of the management that this case is squarely covered by the judgment of the Hon'ble Apex Court in Uma Devi's case.

The workman has expired, his wife Smt. Lalita Sharma has been brought on the record and she has filed affidavit, so there is no question of reinstatement of the workman. The workman has performed long five years duties with the management.

He has worked for 240 days in most of the years of his engagement. He has worked for five years regularly. He has been removed without payment of retrenchment compensation and without payment of pay in lieu of notice. Section 25 F of the ID Act, 1947 is attracted. His wife is entitled to a compensation of Rs. 1,00,000 (Rs. One Lacs Only).

The reference is replied thus :—

The action of the management of Archaeological Survey of India in terminating the services of Sh. Atma Nand, S/o. Sh. Maha Nand, Beldar on muster roll w.e.f. 1-4-1993 is neither just, nor fair nor legal. The wife of the deceased workman Smt. Lalita Sharma is entitled to an amount of Rs. 1,00,000 (Rs. One Lac Only) by way of retrenchment compensation in lieu of reinstatement.

The award is given accordingly.

Date : 8-4-2008 R. N. RAI Presiding Officer

नई दिल्ली, 23 अप्रैल, 2008

का.आ. 1120.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14), की धारा 17 के अनुसार में, केन्द्रीय सरकार सी. पी. हस्त्रू डी. के प्रबंधतात्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में त्रिविट्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम. न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 128/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2008 को प्राप्त हुआ था।

[सं. एल-००१२/१३४/९३-आईआर(डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2008

S.O. 1120.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 128/94) Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of C.P.W.D. and their workman, which was received by the Central Government on 23-4-2008.

[No. L-42012/134/93-IR(DU)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R.N. Rai I.D. No. 128/1994

#### IN THE MATTER OF:

Sh. Shyam Lal.,  
The Regional Secretary,

All India CPWD Employees' Union,  
Lodhi Colony,

New Delhi —Claimant

#### VERSUS

The Executive Engineer,

"R" Division, CPWD,

New Delhi. —Respondents

#### AWARD

The Ministry of Labour by its letter No. L-42012/134/93-IR(DU) CENTRAL GOVERNMENT DT. 16-4-1994 has referred the following point for adjudication:

The point runs as hereinunder:-

"Whether Executive Engineer "R" Division, CPWD, New Delhi was justified in not placing Sh. Shyam Lal as Inquiry Clerk and paying the regular wages/scale? If not, to what relief the concerned workmen is entitled."

It transpires from perusal of the record that the workman has filed this case for regularization at the post of Inquiry Clerk. It is admitted to both the parties that the workman has been regularized at the post of Beldar. After evidence and written argument on 19-12-2000, the management filed an application of the workman in which he has stated that he has not been working at the post of Inquiry Clerk after 23-2-2000 and he will not claim to be regularized at the post of Inquiry Clerk in case arrears of wages of Inquiry Clerk from 1-4-1986 to 23-2-2000 are paid to him.

It was submitted from the side of the management that arrears up to 23-2-2000 amounting to Rs. 65,072 was paid to the workman in April, 2001. Out of this amount Rs. 24,052 was paid to him vide cheque No. 852832 dated 30-4-2001 and a sum of amount of Rs. 41,020 was credited to his GPF account.

The workman did not turn up after compromise application dated 19-12-2000. No objection to this application has been filed by the workman, so it becomes

quite obvious that the workman has compromised his rights. He has got the payment for the work of Inquiry Clerk for 1986 to 2000. He has stated in the application that he will have no claim for the post Inquiry Clerk in case all the wages of Inquiry Clerk up to 2000 were paid to him.

It was submitted from the side of the workman that the management should file proof of the same. The workman has not turned up after his application dated 18-12-2000. There remains no dispute in view of application of the workman.

The reference is replied thus:—

Executive Engineer "R" Division, CPWD, New Delhi was justified in not placing Sh. Shyam Lal as Inquiry Clerk and paying the regular wages/scale. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 9-4-2008 R. N. RAI, Presiding Officer

11. नई दिल्ली, 23 अप्रैल, 2008

का.आ. 1121.—जौदोगिक चिकाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल प्रोजेक्ट कन्सट्रक्शन कॉर्पोरेशन लिमिटेड के प्रबंधालय के संबद्ध नियोजकों और उनके कर्मकारी के बीच, अनुसंध में निर्दिष्ट औद्योगिक चिकाद में केन्द्रीय सरकार औद्योगिक अधिकारण/क्रम न्यायालय नं.-II, नई दिल्ली के पास (संदर्भ संख्या 1/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2008 को प्राप्त हुआ था।

[सं. एस-42012/119/98-आईआर(डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 23rd April, 2008

S.O. 1121.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/99) Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Project Construction Corporation Ltd. and their workman, which was received by the Central Government on 23-4-2008.

[No. L-42012/119/98-IR(DU)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R.N. Rai I.D. No. 01/1999

#### IN THE MATTER OF:

Smt. Kavita Roy  
W/o. Dilip Kumar Roy,  
31/A, Upali Colony,  
Near Agnee Layout,  
P.O. : Khamla,  
Nagpur-440 025.

—Claimant

#### Versus

##### 1. Managing Director.

National Project Construction Corp. Limited,  
Raja House, 30-31, Nehru Place,  
New Delhi.

##### 2. Unit Officer/Dy. General Manager.

National Project Construction Corp. Limited,  
33-A/1, MIDC Area, Hinga Road,  
Nagpur.

—Respondents

#### AWARD

The Ministry of Labour by its letter No. L-42012/119/98-IR (DU) Central Government dated 30-11-1998 has referred the following point for adjudication:

The point runs as hereunder:—

“Whether the action of the management of Project Construction Corporation Limited, New Delhi through its Unit Officer/Dy. General Manager, NPCC, Nagpur in terminating the services of Smt. Kavita Roy, W/o. Dilip Kumar Roy is legal and justified? If not, what relief the workman is entitled to.”

The case of the workman is that she was employed with the respondent w.e.f. 11-01-1983 as Jr. Clerk/typist on regular basis. Prior to that she was employed on work charge basis w.e.f. 1977. She was promoted as Sr. Clerk w.e.f. 01-01-1987 and she was posted at Nagpur. Her services were illegally terminated on 24-03-1993.

Further the case of the workman is that she was discharging her duties faithfully and to the satisfaction of the senior staffs even since her promotion. She is spotless from the beginning. The management got a story cooked up in the office to eliminate her from service in the office and from the post she held.

She was intimated on 24-03-1993 that her medical reimbursement bills submitted by her regarding the treatment of her ailing daughter appear to be false and fabricated. She stated that her medical reimbursement bill was wholly correct and a story is being cooked up for terminating her services.

She was threatened that she would be implicated in a criminal case on the said allegation and she would be subjected to arrest and detention in the police station for the time being, at least for the purpose of enabling the police to make thorough investigation with regard to such allegation. Her reputation will be damaged and her daughter may not be spared. She may also be arrested by the police, thus, the management coerced her to make her statement in the nature of confession, so that the department might pardon her fault and release from the sad predicament.

Under coercion and pressure she agreed to make a statement to own the allegation as falsely leveled against her by the officials of the management. She was further shocked and surprised when she received the impugned order of termination from services dated 24-03-1993 which was to take effect on 31-03-1993.

That the management took advantage of her mental condition as she was terribly disturbed due to continuous illness of her daughter which was under treatment.

That under order 19 the procedure of termination of employee has been fully stated in the Standing Orders. The services of a permanent workman cannot be terminated unless he/she is given an opportunity to explain the charge of misconduct alleged against her in the prescribed Model Standing Order No. 21.

That no charge of misconduct has been framed against her. No inquiry has been held. She has not been given opportunity to explain the charges of misconduct alleged against her. The order of punishment is illegal and arbitrary and against Rule 19 (a) of order 9.

The case of the management is that the reference does not constitute industrial dispute u/s 2(k) of the I.D. Act, 1947. This legality and validity of the confessional statement which is the mainstay of the present application does not amount to any dispute or difference between the employer and the employee as defined under Section 2(k) of the I.D. Act, 1947.

That the Tribunal is incompetent to decide the case as no industrial dispute is made out. The matter falls outside the ambit of the jurisdiction vested in the Tribunal. Non-existence of any dispute between the parties and as such the present reference is liable to be returned to the Central Government.

That the service of the claimant was terminated on the grounds of misconduct of fraud, dishonesty and falsification of record and that the Managing Director of the applicant has issued the order under special provisions under clause 14 of the said Rules for the reasons recorded herein.

That the confessional letter was obtained regarding the inflated bills of the workman voluntarily and willingly. She was not threatened to be sent to Jail/Police Custody. She has submitted inflated bills. When the management wanted to proceed against her she admitted her forgery and agreed that the inflated amount of the medical bills may be adjusted against her remaining bills.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of her claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

The management has filed application for summoning one Mr. Kotwal as witness after the evidence of MW 1 was taken. Objections have been filed to the same. It has been stated in the application that Mr. Kotwal is a material witness.

Mr. Kotwal is Unit Officer. The management has examined Sh. A. K. Kapse posted in Area Unit, Nagpur

(Maharashtra). The witness to be summoned by the management is not a witness of the confession written by the workman on 25-02-1993. His name has not appeared anywhere in any of the documents of the management. The management has been given several adjournments. Sometimes on the ground of compromise and it has been mentioned in the order sheet. When the parties did not reach any amicable settlement they were directed to adduce evidence. The workman examined herself and the management examined Mr. Kapse, Officer of the Unit.

Mr. Kotwal, Unit Officer has retired. It has not been disclosed in the application as to what he has to prove. He was not the Officer before whom the confessional of the workman was recorded.

The management has admittedly taken 7-8 years on the ground of jurisdiction and compromise. The witness is not a material witness as is evident from the application of the management. The application is rejected.

It was submitted from the side of the workman that her daughter was suffering from thalassemia major since her birth. In the confessional letter the workman has admitted as under :—

"The medical bills submitted/claimed by me during the period 1986 to 1989 were supported with the cash memos. The total amount shown in the cash memo were inflated by making addition and alteration in the said cash memos. This was done in order to overcome the financial constraints faced by me due to prolonged illness period of my daughter. The extra amount paid to me towards the purchase of injection may be deducted from my pending bills. The pending bills which have been submitted alongwith cash memo of M/s. Daruvala Bros, with inflated figures may also be adjusted accordingly. The above confession is being made by me on my own will without any fear or duress."

From perusal of the confessional letter it becomes quite obvious that the workman has admitted that she submitted inflated bills by making addition and alterations in the said cash memo in order to overcome her financial constraints faced by her due to prolonged illness period of her daughter.

The management has filed photocopies of the bills and reimbursement order. I have perused the entire bills, there is no cutting or overwriting in the bills submitted by the workman. In order to prepare forged bills there must be some overwriting and cutting. From perusal of the photocopy of the bills it becomes quite obvious that there is no cutting and overwriting and if there is some cutting i.e. in the handwriting of M/s. Daruvala Bros Limited. The price may be inflated but there is no cutting and overwriting, so it cannot be said that the workman has forged the bills. All the bills have been properly verified and checked by the management and passed for payment, so the admission of the workman that she made addition

and alteration in making the bills inflated is not proved by the bills filed by the management. So the confessional statement made by the claimant in first para is not borne out and supported by the photocopy bills filed by the management.

In the second para the workman has admitted that the entire amount paid to her towards the purchase of injection, difference may be deducted from her pending bills. In the last para the workman has admitted that from the pending bills, inflated figures may also be adjusted accordingly.

The workman has written in her confessional letter that she is confessing her guilt out of her own will and without any fear or duress. Sh. Brahm, Sr. DM has signed it, it is dated 25-02-1993.

It was submitted from the side of the workman that from the language used in the confessional letter, it cannot be of a Clerk or Typist. Sr. DM (Vg.) coerced her to write this confessional letter. There is no witness to this confessional letter.

From perusal of the confessional statement of the workman it becomes quite obvious that there was somebody to give dictation and the workman wrote that in her own handwriting as a Clerk or Typist is not capable of writing such sophisticated language. So the contents of Ex. M/29 appears to be dictated by Sr. DM and written by the workman in her own handwriting on 25-02-1993.

The competent authority while terminating her services has passed the order as under :—

“Whereas it has been proved beyond doubt that Mrs. Kavita Roy, Sr. Clerk/Typist, Nagpur Area Office fraudulently claimed the reimbursement of medical expenses by forgoing/manipulation/tampering the original cash memos of the chemist for personal gains and grossly misused the facility extended by the Corporation.

And whereas, it has been established that the said Mrs. Kavita Roy, had committed serious misconduct and violated rule 3(1) 9(i) & (ii) and 4(i), (5) and (17) of NPCC Employees Service (Conduct) Rules, 1979.

And whereas the competent authority after careful examination of the facts placed on record including the statement of Doctors, amounts confirmed by the Chemists and also the written confession of the said Mrs. Kavita Roy, ordered under Rule 9 of NPCC (Classification, Control and Appeal) Rules, 1966 to remove the said Mrs. Kavita Roy, Sr. Clerk/Typist from the services of the Corporation with immediate effect. An amount of Rs. 20,000/- excess drawn by Mrs. Kavita Roy shall be recovered from her dues.”

From perusal of this order it appears that the workman forged, manipulated, tampered the original cash memo of the chemist for personal gains. No original bills have been submitted with the record. The photocopies filed do not reflect any forgery, manipulation or tempering of the bills.

The competent authority has relied on the statement of Doctors, amounts confirmed by the Chemist and also the written confession of said Mrs. Kavita Roy.

The management has not filed any statement of any Doctor. In document regarding confirmation of the amount from the Chemist of the inflated bills, if the management took the statement of Doctors and got the price confirmed by the Chemist there must be some documentary evidence but no such documentary evidence has been filed. It is surprising that the AGM has passed the order of removal without examining the statement of Doctors and of the Chemist.

No statement of any Doctor, no statement of any Chemist has been filed on the record. So the order passed without any documents appears to be whimsical.

It was further submitted that the competent authority was bound to give pre-decisional hearing to the workman regarding the proposed punishment. The workman has not been afforded any opportunity to explain the circumstances regarding her confessional statement and the competent authority has passed the order of removal without giving her even a show-cause notice. Show-cause notice is mandatory before inflicting the major punishment of removal from the services but no show-cause notice regarding proposed punishment has been served on this workman.

It is also vivid from the order regarding termination of the services of the workman dated 24-03-1993 that the order of termination has been passed under Rule 9 of NPCC.

It was submitted from the side of the management that the confessional statement is voluntary and it has not been obtained under coercion and duress. I have already mentioned that language used in the confessional letter cannot be of a Clerk or typist. He was dictated by Sr. DM and she has no doubt written in her own handwriting.

It was further submitted that the competent authority can pass the order under Rule 14 Special procedure in certain cases which runs as under :—

**“14 Special Procedure in Certain Cases :**  
Notwithstanding anything contained in rules 11, 12 and 13 :

- (i) Where a penalty is imposed on Corporation employee on the ground of conduct which has led to his conviction on a criminal charge;
- (ii) Where the disciplinary authority is satisfied for reasons to be recorded in writing that it is not reasonably practicable to follow the procedure prescribed in the said rules;
- (iii) Where the MD is satisfied that in the interest of the corporation, it is not expedient to follow such procedure the disciplinary authority may consider the circumstances of the case and pass such order thereon as it deems fit.”

It was further submitted that on the basis of material before him the CMD was satisfied that it was fit case to invoke special procedure under clause II of clause 14 mentioned above.

It was further submitted that the same did not warrant following of normal procedure laid down in Rules 11, 12 & 13 for taking disciplinary action and such opinion was formed bona fide and with a view to give effect to the intent and the purpose of said Rule.

It was further submitted that under Rule 14(iii) has not been mentioned in the order passed which came to be communicated to the claimant under the impugned order dated 24-03-1993. The competent authority was entitled to exercise the power under clause 14(iii) in the case enumerated above. Section 14 has not been mentioned in the order.

The competent authority has invoked the powers under Rule 9 of NPCC (Classification, Control and Appeal) Rule, 1966. It has nowhere been mentioned in the order that he has passed the removal order under Clause 14(iii) of the special procedure.

The records on which the competent authority placed reliance has not been produced before me, so I do not find it established that the competent authority perused the statement of the Doctors and the Chemists. No such statement of any Doctor or Chemist has been placed on the record.

Competent authority has further found it established that Smt. Kavita Roy committed serious misconduct in violation of Rule 3(1)(i) and 3 and 4(i), 5 and 17 of NPCC. The special procedure under Rule 14 relates to Rule 1966 wherein special powers are vested in the CMD of the NPCC Limited. The workman has been removed under Rule 9 of Rules 1966. The order has not been passed under Rule 14 of the Special Procedure.

So it becomes established that the termination order has been passed under Rule 9 of (Classification, Control and Appeal) Rule, 1966 and not under Rule 14 of special procedure. So the competent authority passed the order with a closed mind. In the present case the CMD no doubt has been empowered to pass the order under Rule 14 but the order has been passed under Rule 9, so there is no force in the contention of the management that the CMD has invoked Rule 14 for removal of the workman. The CMD is duly bound to record in writing that it is not reasonably practical to follow the procedure prescribed in the said Rule and he has invoked Rule 14. It has not been mentioned in the chargesheet.

It is not in the interest of the corporation and it is not expedient to follow such procedure. So the competent authority has failed to mention the conditions for invoking Rule 14 in the order itself and it cannot be said that the order has been passed under Rule 14.

The DA was bound to follow Rules 11, 12 & 13. It was further submitted that this court lacks jurisdiction as

the reference does not constitute industrial dispute under section 2(k) of the ID Act, 1947. The only question is to be determined whether the confessional letter is obtained voluntarily or it has been obtained under coercion and duress. The confessional letter is the sole ground for removal of the workman. The workman has been illegally removed, so the reference is competent. The dispute raised by the workman is an industrial dispute as the respondent is an industry and the workman is an employee. There is employer-employee relationship between the management and the workman and order has been passed regarding employment/non-employment of the workman, so the plea regarding jurisdiction is misconceived.

From the above it becomes quite obvious that the statement was obtained from the workman under coercion. The management has failed to produce the inflated bills before me. The management has also failed to prove that the bills were forged and alterations were made in the bills to make the bills inflated. The competent authority has not acted judiciously and has not applied his mind properly in passing the impugned order dated 24-03-1993. It is liable to be set aside. The order dated 24-03-1993 passed by the CMD is not a valid order. It is set aside. However the management is at liberty to hold detailed inquiry as per provisions.

It becomes quite obvious from perusal of the record that the workman was removed *vide* order dated 24-03-1993 and she has raised this ID case in 1999. No explanation has been offered as to why the workman raised the dispute after a lapse of six years.

From perusal of the record it also transpires that the workman has been absenting on several dates and she has agreed for the matter being compromised by the competent authority. This case has lingered for eight years and the reason for delay can be attributed to both the parties.

In the circumstances, in case the workman is allowed full back wages she would get a premium for delay. It is settled law that delay defeats equity. There has been extraordinary delay in filing this ID case, though Limitation Act is not applicable in ID cases. In the facts and circumstance of the present case the workman is entitled only 40% back wages all along i.e. from the date of removal to the date of reinstatement.

The reference is replies thus :—

The action of the management of Project Construction Corporation Limited, New Delhi through its Unit Officer/ Dy. General Manager, NPCC, Nagpur in terminating the services of Smt. Kavita Roy, W/o Dilip Kumar Roy is neither legal nor justified. The management should reinstate the workman along with 40% back wages and continuity of service within two months from the date of the publication of the award.

The award is given accordingly.

Date: 11-04-2008

✓ R. N. RAT, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2008

**कार्यालय 1122—जौलोहिनि विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पारदीप पोर्ट ट्रस्ट, पारदीप के प्रबंधनातंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुभव में निर्दिष्ट जौलोहिनि विवाद में केन्द्रीय सरकार जौलोहिनि अधिकारण/श्रम न्यायालय भुवनेश्वर, के पंचाट (संदर्भ संख्या आई.डी.-70/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार की 25-4-2008 को प्राप्त हुआ था।**

[सं. पं. 38011/2/2002-आई.आर(एम.)]

एस. एस. बोरा, डेस्क अधिकारी

New Delhi, the 25th April, 2008

**S.O. 1122** — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D.-70/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Paradip Port Trust, Paradip and their workmen, which was received by the Central Government on 25-4-2008.

[No. L-38011/2/2002-IR(M)]

N. S. BORA, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri N.K.R. Mohapatra,  
Presiding Officer, C.G.I.T.-cum-Labour Court,  
Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE NO. 70/2002

Date of Passing Award-27th March, 2008

Between:

The Management of the Chairman,  
Paradip Port Trust, Paradip,  
Dist. Jagatsinghpur-754142

1st Party-Management

(And)

Their Workmen, represented through  
The General Secretary, Paradip Bandar  
Shramik Union, MA 111/101, Madhuban,  
Paradip Port, Dist. Jagatsinghpur-754142

2nd Party-Union

Appearances:

Shri N.K. Mishra,  
Deputy Secretary.

For the 1st Party-  
Management.

Shri S.K. Dalai,  
General Secretary.

For the 2nd Party-  
Union.

#### AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-38011/2/2002-IR (M), dated 09-06-2002.

“Whether the action of the Management of Paradip Port Trust by not considering the wages of DLRs at par with the regular employees of PPT is justified ? If not, what relief the DLRs are entitled to?”

2. The 2nd Party-Union in its claim statement has alleged that for attending the casual nature of job the Management of Paradip Port Trust initially engaged some contractors who in their turn engaged some workers for undertaking the work as per requisition/requirement of the port. These workers were commonly known as Daily Labour on Roll (DLRs) and contractor workers. It is also alleged that the Management also used to engage in different type of jobs in its different sections as per its need workers supplied by different contractors. The works performed by these types of workers were perennial in nature and that they were also engaged during the absence of the regular employees for doing similar nature of job as done by regular employees. That though these workers known as DLRs were given engagement for a particular period they were further given extension with one day superficial break and as such they are continuing in different jobs for more than eight years. It is also alleged by the Union that in some cases these DLRs are being appointed through contractors on tender basis for a particular period and after the expiry of the tender period and before new tenders are floated they still being utilized by the Management and in case of absence of DLRs their work is being performed through regular employees. In certain other cases the different departments/sections of the Management used to issue work orders for the work operation and maintenance of water sprinkling and Iron Ore Handling Plant of Paradip Port Trust and for multiple clamping and use of vacuum at exchange yard. Though the engagement of some of these DLRs was through contractors on daily rate basis for a period of 44 days in each spell the engagement of other DLRs supplied by the contractor was being made directly by the Management. As these DLRs were in continuous employment for more than 8 years a dispute was raised by the Union for extension of the benefit to these DLR workers as available to regular employees and accordingly a settlement was reached on 4-1-1981, 11-4-1984, 12-6-1989, 6-12-1994 and 2-8-2000 at the National Level between the Central Govt. and the representative of 4/5 National Level Federations of the Port and Dock Workers at major ports. It is further alleged by the Union that since the benefits reached under these agreements were not extended to the DLRs another dispute was raised before the Ass't. Labour Commissioner (Central) culminating the same in the present

reference. It is further claimed by the Union that the benefits extended to dock workers at major ports as agreed under the aforesaid settlements should also be extended to the DLR workers and they should be made regular employees of the Management establishment so as to remove wage disparity between regular employees and the DLRs.

3. As against the above contention of the Union the Management of Paradip Port Trust contends that the employees of the Management are engaged through a procedure prescribed in the recruitment rules, where the workers in question having not been selected in that process by the contractor they can not have a claim for their regularization in the establishment of the Management. Further more it is alleged by the Management that there is no concept of DLRs as claimed by the Union. The so-called DLRs in question engaged in different departments being the employees of different contractors, the Paradip Port Trust can not be designated as their employer. It has been claimed by the Management that depending upon the casual requirement of different sections of Paradip Port Trust, the listed contractors are asked to supply skilled, semi-skilled and high skilled labourers and these labourers are paid by the contractor themselves. The Paradip Port Trust simply ensures timely payment of wages to these labourers. It is further contended by the Management that in no case the Management has engaged any such DLRs directly. The so called DLRs working in different section of the Management are either engaged by the Contractor or in execution of the contract they have undertaken or by way of requisition issued to such contractors for their engagement against some temporary nature of work and as such, none of these workers are engaged to perform any nature of work of a regular employee. So much so none of the regular employees are also engaged to attend the job of these workers either engaged or supplied by the contractor and that, the jobs performed by these labourers are not similar to the job of a port employee. The work awarded to the contractors being of time bound nature, the workers engaged by such contractors can not be said to have been engaged by the Management, even though some of the works performed by these workers resemble the same as the work of a regular employee in certain sections and departments, their work is not comparable with the work of a regular employee. As regards non-implementation of National Settlement reached between the Paradip Port Trust and different federations it is contended by the Management that the same are not applicable to the so-called DLRs inasmuch as all these agreements are in respect of the workers working in the Dock alone. It is further contended by the Management that, since the disputant-workers are either engaged directly by the contractor in execution of different work orders or on the basis of requisitions received from the Management, the work performed by these workers can not be treated as perennial or continuous in nature. In short it is claimed by the Management that since the disputants are not the direct

workman of the port they are not entitled to claim for any relief from Management of Paradip Port Trust for there is no employer and employee relationship between them. Further, since the contractors who are the immediate employer of these workers have not been implicated as party to the proceeding, the reference is also otherwise not maintainable under law nor the dispute raised by the Union can be termed as an Industrial Dispute within the meaning of the term.

4. On the basis of above pleadings of the parties the following issues were framed.

#### ISSUES

1. Whether the disputant-workmen are the contract labourers or whether they have been engaged under a camouflage contractor by the Management?
2. Whether the work performed by DLRs is similar with that of the work performed by the regular employees?
3. Whether the DLRs are entitled to get wages at par with the regular employees of Paradip Port Trust, Paradip?
4. If not, to what relief the DLRs are entitled?

5. In support of its case the Union has examined as many as three witnesses besides producing several documents marked Ext.-I to Ext.-27/4. On the other hand the Management has examined equal number of witnesses besides producing documents marked Ext.-A to Ext.-G.

#### FINDINGS

##### ISSUE NO. 1

6. The averments in the Claim Statement and the evidence on record show beyond doubt that, the present so-called DLRs are working being engaged in two different ways (i) against work awarded to different contractors and (ii) being supplied by the contractor. The documents such as Ext.-7, 8, 8/1, 9, 10, 11 and 12 indicate that, the Management used to engage skilled, unskilled, semi-skilled workers for 44 days, 89 days and for less than one month in its different wings, sections and cells under the administrative department to work in varied capacities and if required they are also being transferred from one section to another. All these documents produced by the Union also show that the Management used to sanction money at a particular rate for engagement of these workers for specified period. It also indicates that these workers are mainly supplied by the contractor for a fixed period. As regards the engagement of other type of DLRs there is no denial that they are engaged by the contractor against work orders. Therefore from these, especially on the basis of the pleadings of the Union it is held that the disputant-workmen were all contract labourers either engaged by

different contractor against different work orders or by the Management after getting them through different contractors. It be noted here that, during trial the Union adduced evidence through some of its witnesses that these contractors are sham in nature but that can hardly be believed the same being contrary to the pleadings of the Union. Therefore, in the result it is held that the disputant-workers are all contract labourers by nature.

#### ISSUE NOs. 2, 3 & 4

7. Looking at the terms of reference it is to be decided under these issues as to whether the work performed by the disputant/DLRs was similar to that of the work performed by regular employees and if so whether they are entitled to get wages at par with the regular employees of the Paradip Port Trust. From the list of workers supplied by the Government it appears that, these so-called DLRs were engaged in different Sections such as in I.O.H.P. Division, in Estate Department, in Railway Department, in workshop division in public health division, in S.H.S. Section, in Materials Management Department, in R & B Division, Port guest house, administrative department and in office establishment. To prove the above requirements the Union simply has examined three witnesses of which W.W.-1 is said to be a water sprinkling foreman in I.O.H.P. Division. W.W.-2 is said to be rendering the duties of Despatcher in the office of Supt. Engineer (R & B) and W.W.-3 is said to be working as a Traffic Points-man in the railway division of the Management.

8. Before coming to the evidence of the witnesses it is pertinent to mention here that, though the reference is in regard to the payment of equal pay for equal work the Union has tried to adduce evidence through its witnesses as if it is a case for regularization of DLR-workers engaged in different Sections of the establishment of the Paradip Port Trust through contractors. In a case where parity in the wages is claimed it is to be established that the work performed by these DLRs are similar with that of the job of a regular employee both in quality and in quantity. While assessing the same the qualification of the employees, the nature of work and responsibilities are also to be taken into consideration before arriving at a conclusion.

In the case between Orissa University of Agriculture and Technology-Versus-M.K. Mohanty reported in 2003(5) SCC 188 it has been held that:

..... "in a case of the above nature the burden of proof that the work performed by the DLRs was similar to that of a regular employees is on the person claiming such relief. There must be necessary averments and materials relating to comparable employees as to qualification, nature of work, responsibility etc. In absence of the same the Court can not grant relief to the employees who were appointed on temporary basis and had not undergone the process of regular recruitment."

In the case of Harbans Lal,-Versus State of Himachal Pradesh reported in 1989(4) SCC 459, a reference to which

has been made by the Hon'ble Supreme Court in the case of State of Haryana and another-Versus-Tilak Raj and others reported in JT 2003(5) SC 344, it has been held that:

".....a mere nomenclature designating a person as a carpenter or a craftsman, is not enough to come to the conclusion that he was doing the work as another carpenter in regular service. A comparison cannot be made with counterparts in other establishments with different managements or even in the establishments in different locations though owned by the same Management. The quality of work which is produced may be different, even the nature of work assigned may be different. It is not just a comparison of physical activity. The application of the principle of "equal pay for equal work" requires consideration of various dimensions of a given job. The accuracy required and the dexterity that the job requires may differ from job to job. It must be left to be evaluated and determined by an expert body."

9. W.W.-1 claims that himself and many others are working since long under different contractors to work as Water Sprinkler-cum-Fireman I.O.H.P. Division of the Paradip Port Trust. Speaking about their duties he says that, their duty is to sprinkle water on roads and at the time of unloading of ores from wagons as also beneath the conveyor belt and in the chute during shifting operation and this they do to avoid dust. He further says that, their duty is not confined to a particular place but they are being utilized as and when necessary at different places and in case of breakage of fire they are also required to sprinkle water as a Fireman along with others. By saying so he further adds there is no post like Fireman or Water Sprinkler in the establishment of the Management. This evidence of the workman on one hand shows that, himself and few others like him have been engaged by the Management through the contractor to attend to the miscellaneous type of sprinkling water as and when and where required. When he says that, there is no comparable post of water sprinkler-cum-Fireman in the regular establishment of the Management, it further goes to show that, his work is not at all comparable with the work of any of the regular employees of the Management and as such the claim of the Union for equal pay for equal work fails.

10. W.W.-2 another witness examined on behalf of the Union claims that initially he was engaged to work as a Draftsman during 1992-96 in the office of the Civil Work Division and since 1996 he has been engaged to work as a Despatcher in the said establishment. But his evidence disclosed that, before his above engagement he was not subjected to any recruitment test as prescribed under the recruitment rules of the Management. As to the work performed by him as a Draftsman, he says that his duty was to draw plans by use of scales. When asked about the duties of a regular Draftsman he says that, his duty is to prepare site plans, visit the spot and to make necessary measurements required for preparation of the plan. His

evidence further shows that, there is a design cell and also a town planning cell where such design and lay out plans are prepared but he was never attached to these cells. His evidence further discloses that he was also not required to visit the spot. But at times he was asked to accompany the other staffs to the site for measurement etc. His further evidence discloses that, the Management used to engage him in different nature of work and he used to attend the same whenever so being asked and for this no written order was ever issued to him. As regards the job of a Despatcher the witness says that since 1996 he is doing the same job which is supposed to be done by a type knowing Junior Assistant. But his evidence disclosed that he is not a type knowing person nor he has ever typed out materials. When the witness says that at times he is utilized as Draftsman and in another stage he is utilized as a Despatcher and as according to him he has been utilized in different nature of work as and when required, it all goes to show that the work performed by him is neither comparable with the job of a regular Draftsman, nor with the job of a regular Despatcher. In the case of State of Haryana-Versus-Jasmer Singh reported in 1997 SCC (L&S) 210 it has been observed that.

"The principle of equal pay for equal work is not always easy to apply. There are inherent difficulties in comparing and evaluating work done by different persons in different organizations or even in the same organization."

Similarly in State Bank of India - Versus-M.R. Ganesh Babu reported in 2002 SCC (L&S) 563 it has been held that:-

"Equal pay must depend upon the nature of work done. It can not be judged by the mere volume of work, there may be qualitative difference as regards reliability and responsibility. Functions may be the same but the responsibilities made a difference. One can not deny that often the difference is a matter of degree and that there is an element of value judgement by those who are charged with the administration in fixing the scales of pay and other conditions of service. So long as such value judgement is made bona fide, reasonably on an intelligible criterion which has a rational nexus with the object of differentiation, such differentiation will not amount to discrimination."

II. As against the above requirements, the W.W. 2 has deposed that, while asking him to work as a Despatcher against some regular/leave vacancies he was never asked to take charge of the seat nor he was required to relinquish the charge of the post on joining of a regular staff. Therefore, considering the over all evidence of W.W. 2 it can not be said that the work performed by him was equal with that of the work of a regular staff working either as Draftsman or a Despatcher as there is seeming qualitative different as regards reliability and responsibility and as such the claim for equal pay for equal work in respect of employees like W.W. 2 fails.

12. Now coming to the evidence of the W.W.-3, it has been claimed by the Union through this witness that, many other persons like W.W.-3 have been engaged to perform the work of a Traffic Points-man in the railway division. Speaking about their duties W.W. 3 says that when a train is supposed to come they are informed over walkie-Talkie as to the track in which the train is supposed to come. Accordingly they wait near the concerned point and the track and instruct the train driver showing the in-point and after the train is allowed to enter inside they used to clean the track by removing spillage materials near the level crossing as also stop the dumper coming in the said track from opposite direction and this they used to do to avoid collision of dumper with the train. The witness further says that, there are some regular points-man and shunting Zamadar in the Traffic Department controlled by one person, while the person to whom he is attached is another person of the same department. Each of the regular shunting zamadar have been provided with three regular points-man through whom the shunting zamadar normally gets disconnected the engine from the bogies and if required used to set the points through the Points-man. While saying so the witness does not whisper what are the other real duties of a regular points-man. He also does not say that cleaning of tracks and level crossings are also the duties of a regular points-man. As it appears from his evidence the duties of a regular points-man is alone to assist the shunting zamadar in disconnecting the engine and the bogies and also to set the point whenever required for passage of the train in a particular track. Therefore when the witness says that, he was attached to some other person other than the shunting zamadar that itself makes a different that his duty is different from the duties of a regular points-man attached to such shunting zamadar. Therefore in those circumstances the work performed by the W.W. 3 is found to be different from that of a regular points-man and as such for the reasons already discussed in the foregoing paras with various rulings, the witness and those engaged on similar work are not he is also not entitled for equal pay with that of regular employee.

13. In regard to the claim of the Union in respect of other so-called DLRs working in other sections and divisions as reflected in the list provided by the Government it would be pertinent to mention here that, no evidence worth the name has been adduced as to the exact nature of work performed by these workers. However, by importing the evidence already adduced through W.W.-1 to W.W.-3 it can safely be deduced that the DLRs working in other divisions and sections for whom no evidence have been adduced were equally engaged against non-specific job of miscellaneous nature as is being done by W.W.-1 to W.W.-3 and as such the claim of the Union for equal pay for equal work in respect of these employees also fails.

14. Before parting with the award, I would like to mention here that, equal pay for equal work can only be claimed against the employer. As admittedly, the disputants involved in this case are all contract labourers, the non

implication of contractors who are the immediate employer of these DLRs also makes the claim of the Union fatal and untenable under law.

15. The reference is answered accordingly with no relief.

N. K. R. MOHAPATRA, Presiding Officer.

**List of witnesses examined on behalf of the 2nd Party-Union.**

W.W.-1—Shri Akshaya Kumar Mohanty.

W.W.-2—Sk. Abid Ali.

W.W.-3—Shri Parameshwar Acharya.

**List of Documents exhibited on behalf of the 2nd Party-Workman.**

Ext.-1-Copy of Photo Identity Card of Shri A.K. Mohanty for May 2004.

Ext.-1/1-Copy of Photo Identity Card of Shri A.K. Mohanty for March 2006

Ext.-2-Copy of engagement chart of DLRs in Estate with their duties.

Ext.-3-Copy of Log book of water sprinkling workers for the month of July 98.

Ext.-4-Copy of letter of the Management indicating that Shri P. Biswas was working under the Management.

Ext.-5-Copy of settlement dated 4-1-1981.

Ext.-5/1-Copy of settlement on wage revision with effect from 1-1-97.

Ext.-5/2-Copy of settlement on wage revision.

Ext.-5/3-Copy of Settlement dated 12-6-1989.

Ext.-5/4-Copy of settlement dated 11-4-1984.

Ext.-6-Xerox copy of Photo 1-Card of Shri P. Acharya.

Ext.-7-Extracts of some of the office orders indicating the Management was in favour of engaging DLRs.

Ext.-8-Copy of attendance register of the claimants for June 1997.

Ext.-8/1-Change statement of DLR staff for the period of June 1992.

Ext.-9-Copy of letter of Management regarding engagement of DLR in different administrative section of the PPT.

Ext.-10-Copy of office order dated 4-1-1999 of transfer of regular staff to IOHP/maintenance Deptt.

Ext.-11-Copy of office order No. EM/SEE/WK-VII-161/95 regarding payment of unpaid wages to the DLRs.

Ext.-12-Copy of acquittance roll of the Management showing payment of Cyclone aid/advance to the DLR employees.

Ext.-13-Copy of confidential letter of Management regarding regularization of contract labourers.

Ext.-14-Copy of office order dated 17-10-2002 regarding allotment of PPT quarters to the DLR lady workers.

Ext.-15-Copy of FIR lodged by the Estate Officer, PPT.

Ext.-16-Copy of gate passes issued to the DLRs by the Asst. Commandant, CISF.

Ext.-16/1-Copy of gate passes issued to the DLRs by the Asst. Commandant, CISF.

Ext.-16/2-Copy of gate passes issued to the DLRs by the Asst. Commandant, CISF.

Ext.-16/3-Copy of gate passes issued to the DLRs by the Asst. Commandant, CISF.

Ext.-16/4-Copy of gate passes issued to the DLRs by the Asst. Commandant, CISF.

Ext.-17-Copy of minutes of Head of Deptt. Meetings held on 9-6-1998.

Ext.-18-Copy of letter dated 28-10-1993 if Estate Officer PPT regarding supply of labourers/DLRs.

Ext.-19-Copy of letter dated 18/19-1-96 of Management regarding issuance of gate pass to the DLRs working in Water Sprinkling Division round the clock.

Ext.-20-Copy of desk note of the Chairman regarding regularization of DLRs.

Ext.-21-Copy of an extract of the file regarding payment of skilled wages to unskilled DLRs.

Ext.-22-Copy of office order dated 14-8-2003.

Ext.-23-Copy of office note of the Management under which the DLRs were asked to be engaged against permanent vacancy.

Ext.-23/1-Copy of letter dated 1-1-2003.

Ext.-24-Copy of letter dated 11-9-1995.

Ext.-25-Copy of extract of file which indicates that the Management had taken a decision to engage 63 Nos. of DLRs in different sections.

Ext.-25/1-Copy of concurrence of Finance Department.

Ext.-26-Copy of Roster for Sept. 2004 at Exchange Yard.

Ext.-27-Copy of official plans which indicates that the same has been prepared by DLRs.

Ext.-27/1- -do-

Ext.-27/2- -do-

Ext.-27/3- -do-

Ext.-27/4- -do-

**List of witnesses on behalf of the 1st Party-Management.**

M.W.-1—Shri N.K. Mishra.

M.W.-2—Shri S.K. Pattnaik.

M.W.-3—Shri Saroj Misra.

**List of Documents exhibited on behalf of the 1st party-Management**

Ext.-A-Copy of work order dated 8-4-2003.

Ext.-B-Copy of work order dated 3-4-2003.

Ext.-C-Copy of office order dated 9-3-2003.

Ext.-D-Copy of work order dated 26-2-2003.

Ext.-E-Copy of work order dated 17-4-2003.

Ext.-F-Copy of report of Dy. CLC (C) East Zone Dharbad, dated 10-11-2004.

Ext.-G-Copy of order of the Hon'ble High Court passed in Misc. Case No. 12960 of 2004 and W.P. (C) No. 13332 of 2004 dated 21-12-2004.

नई विस्ती, 25 अप्रैल, 2008

का.आ. 1123.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार इंडियन ऑयल कॉर्पोरेशन, इन्डन बोटलिंग प्लाट, करेवी के प्रबंधनात्मक सेवाद्वारा नियोजित और उनके कर्मकारों के बीच, अनुबंध में निहिट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय ऎर्नाकुलम के पंचाट (संदर्भ संख्या आई.डी.-183/2006) को प्रकाशित करती है, जो केंद्रीय सरकार को 25-4-2008 को प्राप्त हुआ था।

[सं. एस-30011/2/99-आई.आर.(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 25th April, 2008

**S.O. 1123.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 183/2006) of the Central Government Industrial Tribunal/ Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation, Indane Bottling Plant, Kochi and their workmen, which was received by the Central Government on 25-4-2008.

[No. L-30011/2/99-IR(M)]

N. S. BORA, Desk Officer

#### ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**  
**PRESENT: Shri P. L. Norbert, B.A., LL.B., Presiding Officer**

(Wednesday the 27th day of February 2008/8th Phalgun, 1929)

**I.D. No. 183/2006**

(I. D. No. 36/1999 of Labour Court, Ernakulam

**Union :** The Secretary, Indane Bottling Plant General Workers Union, Udayampooroor, Nadakkavu, Kochi.  
By Adv. Sri. C.S. Ajith Prakash.

**Management :** The Plant Manager, Indian Oil Corporation, Indane Bottling Plant, Nadakkavu, Kochi.  
By Adv. M/s. Menon and Pai.

This case coming up for hearing on 20-02-2008, this Tribunal-cum-Labour Court on 27-02-2008 passed the following :

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

"Whether the demand of Indane Bottling Plant General Workers Union for absorption of 19 contract

workers of the union working in loading, unloading and house keeping work in the services of Indane Bottling Plant, Nadakkavu, Cochin as their permanent workmen is legal and justified? If not, to what relief the workmen are entitled?"

2. Facts of the case in brief are as follows:- 19 workers have come up with a dispute through union that they are entitled to be absorbed in Indian Oil Corporation, Indane Bottling Plant Nadakkavu. According to the union the 19 workers were working since 24-01-1994 as Head Load workers, House Keepers etc. They are paid monthly wages. They are also given the benefit of P.F. Bonus, Dress Allowances and other statutory benefits. They have been working for more than 5 years as contract workers and they made a representation to the company for absorption. However there was no action on the part of the company. The nature of the work they are doing is perennial. Though contractors changed, the workers continued. The contract is sham.

3. But according to the management the union is incompetent to represent the workers and raise an industrial dispute. The workers are contract workers and they have no relationship with the company. They were not employed by the company. Hence this court has no jurisdiction to adjudicate the dispute. The contract system is not abolished as per provisions of Contract Labour (Regulation and Abolition) Act. The workers who are represented by the union are supervised and controlled by the contractors and their remuneration is paid by the contractors. The company has no role in fixing wages and service conditions of contract workers. Such settlements are arrived between unions and contractors. Contract is given only to licensed contractors. None of the workers are entitled to be absorbed in the company.

4. In the light of the above pleadings the following points arise for consideration :

1. Is the reference maintainable?
2. Is the contract sham or genuine?
3. Are the workers entitled for absorption?

The evidence consists of oral testimony of WW1 and documentary evidence of W1 to W7 on the side of the workmen and MW1 and Exts. M1 to M1C on the side of the management.

5. Point No. 1 :—In paragraphs 7 and 8 of the claim statement it is contended by the union that the 19 workers are contract workers. This fact is admitted by WW1 the General Secretary of the union, who is also workman of the company. It is in the wake of this contention of the union that the management challenges the jurisdiction of the Industrial Tribunal to adjudicate the reference. According to the management there is no industrial dispute as envisaged under Section 2(k) of Industrial Disputes Act for adjudication. According to them unless the dispute is

between employers and workmen there cannot be an industrial dispute. Since there is no relationship between the management and the 19 workmen as they were never employed by the management there cannot be an industrial dispute. But it is to be noted that it is pleaded in the rejoinder that the contract is sham and the workers are infact the workers of the company. According to the union the workers were continuously working for a period of 5 years under different contractors. Though contractors changed the workers remained the same through out. It is against this pleading of the union that the issue has to be considered. It is held in Steel Authority of India, Ltd. V. National Union Water Front Workers 2001 (4) LLN 135 that if the contract is sham and a camouflage to deprive the workers of the benefits of various labour legislations, then the contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the service of contract labour notwithstanding the absence of a notification under Section 10(1) of Contract Labour (Regulation and Abolition) Act abolishing contract system or prohibiting employment of contract labourers. Since the union is contending that the contract is sham, the court has to first consider the nature of the contract. If on the other hand if the reference is rejected at the threshold as not maintainable the worker will be deprived of a chance of even raising a claim for absorption. Therefore it would be too premature to conclude that the workers involved in this case are contract workers without going into the evidence regarding the nature of employment. Suffice to say now that since the claim of the union is that the workers are infact the workers of the principal employer there is an industrial dispute and therefore the reference is maintainable.

6. Point No. 2:—Though the union admits in the pleadings as well as in evidence that the workers entered service of the management establishment initially through contractor, they contend that the workers remained the same though contractors changed from time to time, they were given wages and other benefits like regular employees of the establishment, the work is perennial in nature etc. In Indian Petro Chemicals Corporation Limited and Another V. Shranik Sena and others 1999-II LLJ 696 the Hon'ble Supreme Court while dealing with the case of canteen employees of a factory had laid down the test to distinguish sham contracts from genuine contracts. Some of the factors to be considered by the court are - whether the employment is of a long duration, whether workers continued even when contractors changed, whether the workers are supervised and controlled by the principal employer, whether the contractors is a mere agent of the company who is completely under the supervision and control and direction of the establishment, whether wages and other benefits are given by the establishment etc. In Steel Authority of India referred supra in paragraph 71 the distinction between sham and genuine contracts is drawn again:

"Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workman. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workman for any work of the establishment, a question might arise whether the contractor is a mere camouflage as in Hussainbhai case [1978 (2) L.L.N. 276] (vide supra), and in Indian Petrochemicals Corporation case [1999 (4) L.L.N. 49] (vide supra), if the answer is in the affirmative, the workman will be infact an employee of the principal employer; but if the answer is in the negative, the workman will be a contract labourer".

7. Keeping in mind the test to know the nature of the contract, as laid down by Hon'ble Supreme court I will deal with the case on hand. The pleadings of the union as already referred is that the 19 workers in question were employed initially as contract workers. But they continued to work for a period of 5 years without break under different contractors. This factum is also admitted by WW1 the General Secretary of Union (page-2 of WW1). The management witness MW1 of course has not denied the possibility of the workers having had worked under different contractors in the company though he denies that they are workers of the company. However the continuous and perennial nature of work can only be a piece of evidence to show that the contract is sham. But it is important to note that if the same workers are preferred by successive contractors because of the experience of the workers, continuous employment would not be indicative of the fact of employment by the principal employers. Hence this aspect has to be considered along with other circumstances to know the nature of the employment. WW1 admits that the workers were paid by the contractor (page 3). He also states that supervisor of contractor is supervising the work and he is always there at the works spot (page-3). While he was cross examined however to a definite question by the management as to whether the labourers are not supervised by contractors, he does not give a direct answer. His answer is that the plant would not function without the 19 workers in the case (page-7). He admits that no disciplinary action has so far been taken by the management against the 19 workers (page-6). He admits that in the depots of the company at Chelari of (Kozhikode district) and at Kollam loading and unloading work is done by contract labour like the 19 workers in this case (page-8). This being the admission of the union office bearer who himself is one of the 19 workmen it is difficult to sustain the contention of the union that the workers are infact the workers of the management company. None of the ingredients of a

sham contracts is made out by the union. That apart the documentary evidence also go against case of the union.

8. Ext. W1 is a memorandum of settlement arrived at in the presence of RLC (Central) between unions and the contractors regarding other and conditions of service including wages and other benefits. In Ext. W1 the management figures only as a witness and not as a party. This is a settlement under S. 18(3) of I.D. Act. Ext. W2 is a notice issued to the management by Assistant Labour Commissioner calling for conciliation talk regarding charter of demands of the union. Exts. W1 and 2 will not show that the management is the employer of workers. Ext. W3 is minutes of meeting and memorandum of understanding reached between unions, company and contractor. It is regarding deployment of workers only and not anything regarding conditions of service or wages and allowances of the workers. The management is definitely concerned about the deployment of workers in different categories of work in the company though direction to do the work is given by contractors. Ext. W3 will not show that the company is supervising and controlling the workers. Ext. W4 is minutes of meeting held on 7-5-2003. The company, contractors, union and the workers participated in the meeting. The matter that was discussed and agreed was, regarding payment of interim advance to the workers. The advance to be paid to the workers was to be recovered from their wages. This was discussed not in the presence of conciliation officer or in course of conciliation. To bring industrial piece in the company the demand of the workers for interim advance was considered and decided. The interim advance had to be paid by the contractor and not by the company. Therefore Ext. W4 also will not show that the company is the employer. Ext. W5 is a notice of conciliation issued to the company by the Regional Labour Commissioner. Ext. W7 also is a similar notice. A notice calling for conciliation will not make the company an employer of workers. Ext. W6 is minutes of conciliation conducted by RLC in view of a strike notice issued by unions. The management is a party to the conciliation. Though the contractor was also called for the meeting nobody represented the contractor. The subject matter of discussion was charter of demands of unions. The management took the stand that the workers were only contract workers. However no settlement could be arrived. But at the end of the discussion the unions agreed to withdraw the strike. Ext. W6 also will not support the case of the union that management is the actual employer.

9. On the side of the management 4 documents were produced. Ext. M1 is an agreement with the contractor for loading, unloading, handling, haulage and house keeping work in L.P.G. bottling plant. Ext M1(a) is an indemnity bond executed by the contractor to the company in pursuance to Ext. M1 agreement. Ext. M1(b) is tender conditions. Ext. M1(c) is work order issued to the contractor

by the company. It is produced to show that the work of loading and unloading, house keeping etc. were given on contract. Thus the evidence on record go to show that the 19 workers involved in this case were inducted for the work of the company not directly, but through contractors, that the work was supervised and controlled by the contractors, that wages and other benefits were given by the contractors, and no disciplinary action was ever taken by the management against any of the workers. It follows therefore that the workers are only contract labour and not employees of the management. There is no master and servant relationship between them. In short, the contract is a genuine one.

10. Point No. 3 :—Going by the decision in Steel Authority of India [paragraph 125 (5) and (6)] if the contract is found genuine, unless the contract system is abolished or employment of contract labour is prohibited by a notification under S. 10(1) (d) of CLRA Act by the concerned government, no claim can be put forward by the contract workers for absorption. WW1 admits that no representation has been made to government to abolish the contract system (page-2).

11. It follows therefore that the claim of union for absorption of the workers cannot stand unless the contract employment is prohibited or contract system is abolished. Though the learned counsel for the management submitted on the basis of the decision in Secretary, State of Karnataka and other v. Umadevi and others 2006(I) CLR 261 that the workers have no right for absorption, it is not necessary to refer to the principles laid down there in the light of the fact that the contract is found to be genuine.

In the result, an award is passed finding that the demand of the union for absorption of 19 workers by the management company is not legal and justified and the workers are not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 27th day of February, 2008.

P. L. NORBERT, Presiding Officer  
Appendix

**Witness for the Union**

WW1 - 15-06-2007 - Sri Prasanna Kumar

**Witness for the Management**

MW1 - 23-07-2007 - Sri Thomas George C.

**Exhibits for the Union**

WI - 23-05-96 - Copy of memorandum of settlement between Unions and contractor Sri E. T. Joseph before the Regional Labour Commissioner C.

|                |            |   |   |
|----------------|------------|---|---|
| W2             | - 07-05-02 | - Copy of Letter No. 8/37/02/D2 issued by the Assistant Labour Commissioner O to the Plant Manager, Indian Oil Corporation Bottling Plant.                            | सीजीआईटी/एससी/मार/200/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2008 को प्राप्त हुआ था।<br>[सं. एस-29011/17/98-आईआर(एम)]<br>एन. एस. बोरा, डेस्क अधिकारी<br>New Delhi, the 25th April, 2008  |
| W3             | - 11-12-02 | - Copy of minutes of the meeting and memorandum of understanding between the Indian Oil Corporation Management and union.   | S.O. 1124.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/200/98) of the Central Government Industrial Tribunal/ Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Diamond Cement, Birlapur and their workmen, which was received by the Central Government on 25-4-2008. |
| W4             | - 07-05-03 | - Copy of the minutes of the meeting between the Indian Oil Corporation Management and Union.   | [No. L-29011/17/98-IR(M)]   |
| W5             | - 08-01-07 | - Photostat copy of letter No. 8(2)/07-B/1 issued by the Regional Labour Commissioner O.  | N. S. BORA, Desk Officer  |
| W6             | - 09-01-07 | - Photostat copy of conciliation proceedings in the strike notice served by Indane Bottling Plant General Workers Union and Management of Indian Oil Company Limited. | ANNEXURE  |
| W7             | - 06-02-07 | - Letter No. 8/4/2007/D2 issued by the Assistant Labour Commissioner O to the unions and the management.  | BEFORE THE CENTRAL GOVERNMENT<br>INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,<br>JABALPUR  |
| MI             | -          | Specimen Photostat copy of agreement.   | NO. CGIT/LC/R/200/98  |
| MI(a) 30-01-96 | -          | Photostat copy of Indemnity Bond/ undertaking between the Contractor and Indian Oil Corporation Limited.  | PRESIDING OFFICER: Shri C. M. Singh   |
| MI(B)          | -          | Photostat copy of tender conditions signed by the contractor.   | The Vice President,<br>Khadan Mazdoor Union,<br>Head Office, Shram Sadbhav,<br>West Land, Ordnance Factory,<br>Kabri.   |
| MI(C)          | -          | Photostat copy of work orders issued by the Indian Oil Corporation Limited to MEC Engineers (India).  | Workmen/Union<br>Versus   |
|                |            | नई दिल्ली, 25 अप्रैल, 2008  | Management  |

Exhibits for the management

|                |  |  |
|----------------|--|--|
| MI             | - Specimen Photostat copy of agreement.  |  |
| MI(a) 30-01-96 | - Photostat copy of Indemnity Bond/ undertaking between the Contractor and Indian Oil Corporation Limited. |  |
| MI(B)          | - Photostat copy of tender conditions signed by the contractor.  |  |
| MI(C)          | - Photostat copy of work orders issued by the Indian Oil Corporation Limited to MEC Engineers (India).     |  |

नई दिल्ली, 25 अप्रैल, 2008

का.आ. 1124.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाइमेंड सिमेन्ट, बिरलापुर के प्रबंधनत्रय के संबंध नियोजकों और उनके कर्मकार्यों के बीच, अनुबंध में लिंदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/क्रम न्यायालय, जबलपुर के पांचाट (संदर्भ संलग्न)

सीजीआईटी/एससी/मार/200/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2008 को प्राप्त हुआ था।

[सं. एस-29011/17/98-आईआर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 25th April, 2008

S.O. 1124.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/200/98) of the Central Government Industrial Tribunal/ Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Diamond Cement, Birlapur and their workmen, which was received by the Central Government on 25-4-2008.

[No. L-29011/17/98-IR(M)]

N. S. BORA, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR

NO. CGIT/LC/R/200/98

PRESIDING OFFICER: Shri C. M. Singh

The Vice President,  
Khadan Mazdoor Union,  
Head Office, Shram Sadbhav,  
West Land, Ordnance Factory,  
Kabri.

Workmen/Union

The President,  
Diamond Cements, Birlapur P.O.,  
Narsingarh 470675  
Distt. Damoh, (MP)

Management

## AWARD

Passed on this 26th day of March, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-29011/17/98-IR(M) dated 20-8-98 has referred the following dispute for adjudication by this tribunal:—

“Whether the claim of the Khadan Mazdoor Union that the 200 persons named in Appendix appended below were engaged as contract labour in the Lime Stone Mines of the Management of Diamond Cement, Birlapur, Distt. Damoh is justified? If so, to what relief the said persons are entitled?”

2. Vide order dated 25-8-05, this reference proceeded ex parte against workmen/Union as inspite of sufficient service of notice on the vice President of the Union by registered AD post. No body put in appearance for workmen/Union. No statement of claim has been filed on behalf of workmen/Union.

3. The case of the management in brief is as follows. That particulars required for identification of individual worker has not been given in the list of claimants attached with the schedule of reference. That the terms of reference indicates that the claimants were engaged as contract labour however the particulars of the contractor through whom the claimants alleged to have been engaged are not given. Not only this, the contractor has not been made party to the reference. That the period of alleged engagement of the claimants is also not given in the terms of reference. That M/s. Mysore Cements Ltd. is a company registered under the provisions of Indian Companies Act, 1956 having its registered office at Industry House, 1st Floor, 45 Race Course Road, Bangalore-560001. The said company had cements factories at different places. One is Amradsandra Distt. Tumkur in Karnataka State another at Narsingarh, Distt. Damoh in Madhya Pradesh and the third at Madora Distt. Jhansi in Uttar Pradesh. Diamond Cement, Narsingarh, Distt. Damoh (MP) is one of the units of M/s. Mysore Cements Ltd. That the management being Multi Unit Company has a recruitment Policy according to rules. None of the claimants were employed/engaged by the management in their mines. That no contract labours were engaged in the mines at any time. That only regular employees are engaged in the mines and no labours through contractors were ever engaged by the management at any time. That none of the claimants is member of the Union. That the Union has no locus-standi for raising the dispute for the claimants. The Mines are governed by various statutes such as Mines Act, Mines Rules, Mines Regulations etc. Under the Mines Act it is mandatory on the part of the management to maintain statutory records such as Form-B register, attendance register in form C&D, service records etc. Each employee is given token number for their identification. He becomes entitled for Provident Fund. He becomes the member of Employees Provident fund and is issued an Identity Card. Under the provisions of Cement Wage Board, the management is permitted to engage contract labour in certain category of work. The management awards contract to the contractor for execution of the work which is being permitted under the Cement Wage Board. The contractor so awarded the contract, is a licensed contractor, to whom license is issued by the appropriate authority and such contractor is entitled to engage/employ contract labours. That the power of appointment and termination of services of the labour engaged by the contractor remains with him and the management has no role to play in this regard. Similarly the liability to pay remuneration to the labours engaged by him is also on the contractor. It is the contractor who organise the work and supplies the tools and materials required for execution of that work. That the Union has come with a false case and the list of the claimants is imaginary. Therefore the claim deserves to be dismissed.

4. As the case proceeded ex parte against the workmen/Union, there is no evidence on record of the workmen/Union. Against the above, the management in order to prove their case filed affidavit of their witness Shri R.S. Shekhawat, then working as General Manager, (Legal and Personnel) in Diamond Cement.

5. I have heard Shri A.K. Shashi, Advocate, learned counsel for the management. I have very carefully gone through the evidence on record.

6. The case of the management is fully established and proved from the uncontested and unchallenged affidavit of management's witness Shri R. S. Shekhawat. Therefore the reference should be answered in favour of the management and against the workmen/Union without any order as to costs.

7. In view of the above, the reference is answered in favour of the management and against the workmen/Union without any orders as to costs holding that the claim of Khadan Mazdoor Union that the 200 persons named in Appendix appended below were engaged as contract labour in the Lime Stone Mines of the Management of Diamond Cement, Birlapur, Distt. Damoh is not justified and consequently the workmen named in the list appended to the schedule of reference are not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2008

का.आ. 1125.—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार खिलाई स्टील प्लाट के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/आम न्यायालय जबलपुर के पांच (सदर्श संख्या सीजीआईटी/एलसी/आर/161/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2008 को प्राप्त हुआ था।

[सं. एल-29012/13/93-आईआर(एस)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 25th April, 2008

S.O. 1125.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CG/IT/LC/R/161/96) of the Central Government Industrial Tribunal/ Labour Court Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhilai Steel Plant and their workmen, which was received by the Central Government on 25-4-2008.

[No. L-29012/13/93-(R(M))]

N. S. BORA. Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR

No. CGIT/LC/R/161/96

PRESIDING OFFICER Shri C. M. Singh

Shri Saroj Kumar Devagan,  
S/o Shri Shiv Prasad Devagan,  
Patharaguda Rehman Gali,  
Ward No. 5, Jagdalpur,  
Bastar (MP)

...Workman/Union

Versus

Shri K. S. Sahai,  
Senior Manager (Personnel),  
Mines Head office,  
Bhilai Steel Plant,  
Bhilai (MP)

...Management

## AWARD

Passed on this 8th day of April, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-29012/13/93/IR(Vividh) dated 19-8-96 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Bhilai Steel Plant in terminating the services of Shri Saroj Kumar Devagan, Caretaker, w.e.f. 3/12/1990 is justified? If not, to what relief the workman is entitled?”

2. The case of workman Shri Saroj Kumar Devagan in brief is as follows. That he was appointed as Caretaker in Bilaspur vide order dated 3-7-1990. His services were terminated on 3-12-1990 without assigning any reason. The workman had attained the status of the regular employee because he was appointed on sanctioned post. Therefore if any act of misconduct was committed by him, the same should have been proved by holding a departmental enquiry against him. He was removed from the services mala fide without giving him any retrenchment compensations. The order of his termination from service is illegal, arbitrary and unconstitutional, hence the said order is liable to be quashed. It is prayed by the workman that the order of termination w.e.f. 3-12-1990 be quashed and he be reinstated in service with all consequential benefits.

3. The case of the Bhilai Steel Plant, Bhilai (MP) in brief is as follows. That the workman was appointed w.e.f. 3-7-90 as Care Taker. That the management notified to the Employment Exchange, Jagdalpur for a purely temporary post of Care Taker for their prospective work at Rawghat Exploration Project. The workman was selected amongst the candidates sponsored by the Employment Exchange and he had worked for 119 days w.e.f. 3-7-1990 to 3-12-1990. After the requirement for which the workman was employed was completed, his services were terminated w.e.f. 3-12-1990. The workman was employed on temporary basis as Care taker on daily wages initially for a period of

2 months w.e.f. 3-7-1990 and subsequently his services were extended for a period of 2 months vide office order No. 2235 dated 1-9-90. After completion of the extended period of 2 months, the services of the workman automatically came to an end. It has been denied by the management that the services of workman could not be terminated. The management further denied that the workman was removed from service mala fide and that he is entitled to compensation under Chapter-V of the I.D. Act 1947. That the workman very well knew that his services would come to an end on 3-12-1990 as extension of his employment vide order No. 2235 dated 1-9-90 was only for two months. The termination of temporary services of the workman is legal and he is not entitled to any relief.

4. Workman Shri Saroj Kumar Devagan in order to prove his case examined himself. The management in order to defend their case examined Shri Mahadeo, then posted as Additional Labour Welfare Officer (Mines), Bilaspur.

5. The management has also filed certain documents in support of their case which shall be referred in the body of this award at appropriate places where the need be.

6. Both the parties have filed their written argument. I could not have an opportunity of hearing counsel for the workman as none appeared on his behalf of the date fixed for argument. I have heard Shri Vijay Tripathi, Advocate for the Management.

7. I have very carefully gone through the entire evidence on record.

8. It is admitted to the parties that workman Shri Saroj Kumar Devagan was appointed as Care Taker by the management. According to averments made by the workman in his statement of claim, he had worked as Caretaker w.e.f. 3-7-90 to 3-12-90 and acquired the status of regular employee. That therefore his termination from services without proving the charge of misconduct by the management is illegal. Against the above, it has been pleaded by the management in their Written Statement that the management notified to the Employment Exchange, Jagdalpur for a purely temporary post of Care Taker for their prospecting work at Rawghat Exploration Project the workman was selected amongst the candidates sponsored by the Employment Exchange and workman for 119 days w.e.f. 3-7-90 to 3-12-90. After the work was completed, his services were terminated. The workman was employed on temporary basis as caretaker on daily wages initially for a period of 2 months w.e.f. 3-7-90, subsequently vide order No. 2235 dated 1-9-1990. That after that no order of extension of his service period was passed and on 3-12-1990, his services came to an end automatically.

9. The learned counsel for the workman submitted in his written argument that the workman was removed by an order dated 3-12-1990 by an oral instruction without giving him any show cause notice or opportunity of hearing, therefore, the order of his removal is bad in law. Against the above, the learned counsel for the management submitted that the order of termination was simpliciter of a temporary employee on daily wages is perfectly legal and

because services of the workman had automatically came to an end on expiry of period of two months from 3-9-90 and because he was appointed for a limited period of time initially for two months and thereafter extended for two months more on 3-9-90 purely on temporary basis. Therefore no show cause notice was legally required to be given to him.

10. Except the oral testimony of workman Shri Saroj Kumar Devagan, there is no documentary evidence adduced by him to support his oral testimony that his appointment was made regular on the vacant post of Care Taker. The workman has not adduced any documentary evidence to support his oral evidence that the workman worked w.e.f 3-7-90 to 3-12-90 and acquired the status of regular employee. Only on the basis of oral evidence of the workman that his appointment was regular on the vacant post and that he acquired the status of the regular employee, it cannot be held that the appointment of workman on the post of Care Taker was made regular and that he had acquired the status of regular employee. Against the above, it is fully proved from the oral testimony of the management's witness Shri Mahadeo and the documentary evidence adduced by the management that the appointment of workman Shri Saroj Kumar Devagan was purely temporary. It has been deposed on oath by the management witness Shri Mahadeo that Shri Saroj Kumar Devagan was appointed as casual labour on daily wages. Zerox copy of notification of vacancy by Employment Exchange Form X-6 (Exhibit M-1) clearly shows that regular vacancy was not in existence on the date of notification and it was temporary vacancy in general category on daily wages. Zerox copy of appointment of Care Taker (Exhibit M-2) shows that the appointment of Shri Saroj Kumar Devagan initially took place as Caretaker for a period of two months on casual basis for Rawghat Exploration Project and Zerox copy of appointment order of the workman on temporary basis dated 1-9-90 (Exhibit M-3) proves the fact that initially the workman was employed as Care Taker on casual basis for a period of two months w.e.f. 3-7-90 and his period of service was extended further for a period of two months w.e.f 3-9-90. It is very clear from the oral evidence of the management's witness that after extending the above service period of the workman w.e.f. 3-9-90, no order of extension of his service period was passed and therefore his services automatically came to an end on the expiry of two months w.e.f. 3-9-90. It is fully proved from the above that the workman was appointed only for a limited period of two months on 3-7-90, which was extended for two months w.e.f. 3-9-90, his appointment was purely on temporary basis and he was not a regular employee. It is also proved that his services automatically came to an end after a period of two months w.e.f. 3-9-90 and therefore no show cause notice was required to be given to him. My above findings finds support in 2000-Factory Journal Reports page 246 cited by learned counsel for the management.

11. As per averments made in the statement of claim on behalf of workman, he was appointed as Care Taker in

Bhilai Steel Pant vide order dated 3-7-90 and his services were terminated on 3-12-90. It has not been averred in the statement of claim that during the above period of time, how many days the workman worked for the management. During the course of evidence, workman Shri Saroj Kumar Devagan deposed in his affidavit that he worked for 153 days with the management. According to oral evidence of the management, the workman worked only for 119 days w.e.f. 3-7-90 to 3-12-90. The workman has not pleaded that he worked with the management for 153 days w.e.f. 3-7-90 to 3-12-90 therefore legally speaking he cannot be allowed to prove the above fact during the course of evidence. Whatever may be the case, whether the workman would have worked for 153 days or only for 119 days it makes no difference and it does not affect the merit of the reference proceeding. The learned counsel for the management submitted that it is not a case where the workman has completed 240 days service during the 12 months preceding the termination and therefore the provisions of Sec. 25-F of the I.D. Act 1947 are not attracted. In this respect, he placed his reliance on 2003(2)SCJ- Page 612 Karnataka State Road Corporation and another versus S.G. Kotturappa and another. I have very carefully gone through the law cited above. The following has been held therein :—

“It is not a case where the respondent has completed 240 days of service during the period of 12 months preceding such termination as contemplated under Section 25-F read with Section 25-B of the Industrial Disputes Act, 1947. The Bad workers, thus, did not acquire any legal right to continue in service. They were not even entitled to the protection under the Industrial Disputes Act nor the mandatory requirements of Section 25-F of the Industrial Disputes were required to be complied with before terminating his services, unless they complete 240 days service within a period of twelve months preceding the date of termination.”

It is clear from the above law that it is not a case in which provisions of Sec. 25-F of the I.D. Act are attracted.

12. In view of my above findings, it is concluded that the action of management of Bhilai Steel Plant in terminating the services of Shri Saroj Kumar Devagan, Caretaker, w.e.f. 3-12-1990 is justified. Keeping in view that the service of workman had come to an end, therefore I am of the view that it shall not be just to impose any costs on him.

13. In view of the above, the reference is answered in favour of the management and against the workman without any orders as to costs holding that the action of the management of Bhilai Steel Plant in terminating the services of Shri Saroj Kumar Devagan, Caretaker, w.e.f. 3-12-1990 is justified and consequently he is not entitled to any relief.

14. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

✓ C. M. SINGH, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2008

AND

का.आ. 1126.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार यैसर्स कृष्ण वी. सलगांकर प्रबंधन एवं उनके कामगारों के बीच औद्योगिक विवाद के संदर्भ में केन्द्रीय सरकार औद्योगिक अधिकारण-सह-प्रम न्यायालय संख्या 2, मुंबई का पंचाट (2003 का संदर्भ संख्या 2/70) एवं इन्होंने प्रकाशित करती है, जिसे उक्त अधिकारण द्वारा दिनांक 31-03-2008 के आदेश द्वारा संशोधित किया गया है जैसा कि अनुबंध में दिया गया है और जो केन्द्रीय सरकार को 25-04-2008 को प्राप्त हुआ है।

[सं. एल-39012/6/2003-आईआर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 28th April, 2008

**S.O. 1126.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/70 of 2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai which has been modified by the said Tribunal by Order dated 31-3-2008 as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Ms. Krishna V. Salgaonkar and their workman, which was received by the Central Government on 25-4-2008.

[No. L-39012/6/2003-JR(B-II)]

RAJINDER KUMAR, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

## PRESENT

A. A. Lad, Presiding Officer

## REFERENCE NO. CGIT-2/70 OF 2003

Ministry's Order No. L-39012/6/03-JR(B-II) dated 14-10-2003

EMPLOYERS IN RELATION TO THE  
MANAGEMENT OF M/s. KRISHNA V.  
SALGAONKAR

The Director,  
M/s. Krishna V. Salgaonkar  
29, I.D.A. Mansion, 18, Vajirao Patil Marg  
Fort Mumbai-400 001.

Their workmen

Shri Satish Paikar  
B-403, Shridarshan  
Plot No. 34, Sector-9  
Khanda Colony  
New Panvel (W) 410 206.

## APPEARANCES:

For the Employer : Mr. M. V. Ambedkar Advocate

For the Workmen : Mr. L. K. Pande Representative

## Corrigendum to Award dated 25th January, 2008

The name mentioned against appearance for the workmen appearing at the bottom of page 1 of the award, may be read as Mr. L. K. Pande, Representative instead of Mr. J. H. Sawant, Advocate.

Date : 31-03-2008 A. A. LAD, Presiding Officer

नई दिल्ली, 12 मई, 2008

का.आ. 1127.—गण्डूपति, श्री ज्ञानेन्द्र कुमार शर्मा को 24-04-2008 (पूर्णाहत) से प्रतिनियुक्त आधार पर 5 वर्ष की अधिक अवधि 65 वर्ष की आयु पूरी होने तक अधिकारण-सह-प्रम न्यायालय 1, चंडीगढ़ के पीठालीन अधिकारी के पद पर नियुक्त करते हैं।

[सं. ए-11016/3/2007-सीएलएस-II]

पी. के. ताम्रकर, अवर सचिव

New Delhi, the 12th May, 2008

**S.O. 1127.**—The President is pleased to appoint Shri Gyanendra Kumar Sharma as Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh on deputation basis w.e.f. 24-04-2008 (F.N.) for a period of 5 years or (till the age of 65 years or until further orders, whichever is earlier.

[No. A-11016/3/2007-CLS-II]

P. K. TAMRAKAR, Under Secy.